DECLARATION OF PROTECTIVE COVENANTS FOR

HELEN RIDGE SUBDIVISION

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Clerk: LYNN

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned Clayton Properties Group, Inc., a Tennessee corporation (which, together with its successors and assigns, is hereinafter referred to as "Developer") is the owner of all of that certain real property situated in Jefferson County, Alabama which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"). All lots shown on the subdivision plat (the "Subdivision Plat") for the Property are hereinafter referred to individually as a "Lot" and collectively as "Lots". The Property constitutes all of the real property that are planned to be developed as the "Helen Ridge" residential subdivision by Developer (the "Subdivision").

WHEREAS, Developer desires to subject all of the Property and each Lot located within the Subdivision to the easements, covenants, conditions, assessments, limitations and restrictions hereinafter set forth.

NOW THEREFORE, Developer does hereby expressly adopt the covenants and limitations for the Property as set forth in this Declaration of Protective Covenants (these "Protective Covenants") and does hereby declare that the Property and each Lot located within the Subdivision shall be, and the same are hereby, subject to the following easements, covenants, conditions, assessments, limitations and restrictions.

ARTICLE I
EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

1.01 All Lots shall be known and described as residential Lots and shall be used for single-family residential purposes exclusively. No Lot shall be subdivided or re-subdivided without the prior written approval of Developer. All Lots shall be developed in strict accordance with the provisions of that certain Declaration of Watershed Protective Covenants (Helen Ridge Subdivision), which is recorded in the Office of the Judge of Probate of Jefferson County, Alabama (the "Probate Office") as Instrument #2019101103 (the "Watershed Protective Covenants").

1.02 No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling (not to exceed two stories, not including the basement if applicable, or forty (40) feet above finished grade in height), a private garage, and other outbuildings incidental to and necessary for proper residential use of the Lot. No mobile home or modular housing is allowed. Any outbuilding shall be in conformity to the standards set forth herein and approved by the Architectural Review Committee (hereinafter referred to as the "Committee"), established by Developer pursuant to Article III hereof.

1.03 Notwithstanding anything provided to the contrary herein, Developer shall be permitted to construct and maintain on any Lot a structure and related facilities which may be designed and used as a construction field office and as a sales/marketing office.

1.04 Subject to the provisions of Articles VII and VIII below and the rights retained below by the Committee, each Lot and any dwelling, building or other structure constructed or placed thereon shall be subject to the following minimum setbacks:

Front: Ten (10) feet from dedicated road right-of-way;
Side: Zero (0) feet; Ten (10) feet minimum between houses;
Rear: Ten (10) feet from the rear Lot line.

No structure (other than the residential dwelling, including any porches, and any attached garage or guest house) may be constructed closer to the ingress and egress road than the back of the residential dwelling. Any buildings of any nature, including gazebos, decks and outbuildings built on any Lot must conform to a residential nature and must be approved by the Committee.

1.05 No Lot shall be used except for single-family dwelling purposes. No dwellings shall be erected on any Lot containing less than one thousand eight hundred (1,800) square feet of living area for a one (1) story dwelling. All two (2) story dwellings must have a minimum of two thousand (2,000) square feet of living area. Story and one-half dwellings must have a minimum of one thousand eight hundred (1,800) square feet of living area with at least one thousand two hundred (1,200) square feet of living area on the first floor. Square footage measurements of "living area" shall include only the living (heated and cooled) areas of a dwelling but shall not include porches, garages, basements or decks. All dwellings shall have wooden, vinyl, or aluminum clad windows.

1.06 The entrance ways to the Development, all areas on the recorded Subdivision Plat which are depicted as common area or beautified easements, and any and all other areas or improvements within the Development which Developer may from time to time in its sole discretion designate as common areas, including, without limitation, recreational amenities, parks and play areas within the Development, shall be, for the purpose of maintenance and upkeep, considered common area (collectively, the "Common Area"), and shall be maintained by the Helen Ridge Homeowner's Association (the "Association") as hereinafter provided.

ARTICLE II
GENERAL REQUIREMENTS

2.01 It shall be the responsibility of each Lot owner (which together with their respective heirs, executors, personal representatives, successors and assigns is herein individually referred to as an "Owner" and collectively as "Owners") to prevent any unclean, unsightly or unkempt conditions of any dwelling, buildings or grounds on such Owner's Lot which may tend to decrease the beauty of the specific area or of the Subdivision as a whole. Any and all dwellings, buildings, structures and other improvements of any nature to any Lot must be approved by the Committee.

2.02 No refuse pile or unsightly object, including firewood, shall be allowed to be placed or suffered to remain upon any part of any Lot or the Property, including vacant Lots or Common Area. Developer, for itself and the Association, reserves the right (after ten (10) days

prior written notice to an Owner) to enter any Lot during normal working hours for the purpose of removing trash or refuse therefrom which, in the sole opinion of either Developer or the Association, detracts from the overall beauty and safety of the Property, and may charge the Owner of such Lot a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity or as hereinafter provided.

2.03 No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs and/or cats (not to exceed two (2) in number) and other indoor household pets may be kept on each Lot provided they are not kept, bred or maintained for any commercial purpose, subject to all applicable local ordinance and codes. No household pets shall be permitted to run at large and shall be kept on a leash at all times when they are allowed off of their Owner's Lot.

2.04 No noxious or offensive trade or activity shall be carried on or upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the Subdivision or to other Owners or which would be in violation of any applicable governmental law, ordinance or regulation.

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

2.06 No trash, garbage or other refuse shall be dumped, stored or accumulated on any Lot or Common Area. Trash, garbage or other refuse shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Committee as not to be visible from any road, or within sight distance of any other Lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted, except during the construction of a dwelling on such Lot, or with approval of or by the fire department having jurisdiction over the Subdivision.

2.07 Except as authorized in Section 1.03 above, no structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently or otherwise allowed to remain on any Lot without the Committee's approval. There shall be no occupancy of any dwelling unit until the interior and exterior of the dwelling is completed and a certificate of occupancy for such dwelling has been issued by the appropriate governmental authorities.

2.08 No sign of any kind shall be displayed to the public view on any Lot except builder's marketing and directional signs or as may be approved by the Committee. All signs shall comply with the design specifications of the Committee. No signs shall be nailed to trees, unless approved by the Committee.

2.09 When the construction of any dwelling is once begun, work thereon must be prosecuted diligently and continuously and the dwelling on such Lot must be completed within twelve (12) months.

2.10 Outside air conditioning units may not be located in the front yard or within any side yard adjacent to any street on corner Lots. Utility meters shall not be located on the front of a dwelling (unless required by any applicable governmental authority) and shall not be visible from any street or road. All outside air conditioning units and utility meters shall be screened by appropriate landscaping so as not to be visible from any public street.

2.11 Wood frame, vinyl or aluminum clad windows shall be used exclusively on the sides, fronts, and rears of all dwellings constructed.

2.12 No concrete block work, including foundations, concrete block steps, walkways, walls or any other concrete block work, whether painted, or otherwise, shall show above ground or from the exterior of any dwelling.

2.13 The Committee shall have the right, in its sole and absolute discretion, to establish what types of exterior building materials may be utilized on any dwelling or other structures or improvements to a Lot.

2.14 Wood fencing may be utilized on any Lot with prior written approval of the same by the Committee. If fencing is not finished on both sides, the finished side must be to the outside, if it faces any street or house. No other form of fencing may be utilized without the prior written consent of the Committee. Where fences are constructed on two adjoining Lots, the Owners of each adjoining Lot shall connect their fences on a shared fence as near as possible to the boundary line between their Lots. The cost of the construction of the shared fence shall be the responsibility of the first of the two adjacent Owners to construct the shared fence unless otherwise negotiated independently between the adjacent Owners. The side of any shared fence that faces a particular Owner's house shall be maintained by the Owner of the house which it faces. The Owners of the adjoining Lots shall grant cross-easements to one another for any encroachment of the shared fence onto their respective Lot.

2.15 No individual water supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from the appropriate authorities.

2.16 No automobiles or other vehicles shall be stored on any Lot or Common Area or kept on blocks unless in the basement or garage of a dwelling. Boats, utility trailers, recreational vehicles and travel trailers must either be parked or stored in the basement or garage of a dwelling or within a completely enclosed structure on a Lot, which structure must be approved by the Committee. No tractor trailer trucks, panel vans or other commercial trucks in excess of one (1) ton classification shall be parked or stored on any Lot or Common Area, except during initial construction of a dwelling on a Lot.

2.17 No satellite, microwave dishes or television or radio antennas shall be placed on any Lot unless first approved in writing by the Committee, except that one (1) meter digital receivers shall be permitted to be placed on the dwelling so long as it is not visible from any street. Nothing in this section shall be deemed as intending to violate any section of the Over-The-Air Reception Devices rule (47 C.F.R. Section 1.4000) as promulgated by the Federal Communications Commission.

2.18 No individual sewage disposal system shall be permitted on any Lot.

2.19 Upon the completion of a dwelling, all front and side yards which are not left in a natural state shall be landscaped with sod and/or other landscaping approved by the Committee. The rear yard may be seeded or sprigged.

2.20 The roof pitch on any dwelling shall not be less than eight (8) and twelve (12) unless first approved in writing by the Committee. All roof vents and pipes shall be painted as near the color of the roof as possible, and shall be located on the rear of the dwelling and not visible from the front. No solar or other energy collection device or equipment shall be maintained on any Lot or dwelling if the same would be visible from any dedicated road right-of-way. No projections of any type shall be allowed above the roof of any dwelling except for approved chimney and vent stacks.

2.21 All porches on the front and sides of any dwelling shall be supported by the foundation of the dwelling, unless otherwise approved by the Committee.

2.22 No cantilevered chimney chases shall be allowed on the front of any dwelling. All chimney chases shall be supported by the foundation of the dwelling.

2.23 All driveways visible from any dedicated road right-of-way must be concrete finish.

2.24 No Lot shall be cultivated for crops of any sort, except gardens of reasonable size, which are to be located at the rear of a dwelling and not visible from any dedicated road right-of-way.

2.25 No fence, wall, hedge or shrub planting which obstructs sight lines from any dedicated road right-of-way within the Subdivision shall be placed or permitted to remain on any Lot.

2.26 Developer reserves the right to make any road or other improvements within the Subdivision, to change or extend the present road or other street grades, if necessary, without liability to the Owners for any claims for damages; and further reserves the right to change or modify the restrictions on any Lots within the Subdivision.

2.27 During all construction, all vehicles, including those delivering supplies, must enter each Lot on the driveway only as approved by the Committee so as not to unnecessarily damage trees, street paving and curbs. Any damage not repaired by the Owner or his contractor shall be repaired by Developer or the Committee (after ten (10) days written notice) and shall be charged to the Owner of such Lot at a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity or as hereinafter provided during construction. All Owners must keep the homes, garages and building sites clean and attractive. No construction debris shall be dumped in any area of the Subdivision, including, but not limited to, any Common Area.

2.28 Except with the prior written consent of Developer, no Lot shall be sold or used for the purpose of extending any public or private road, street or alley or to provide a means of access to any other real property situated adjacent to or in close proximity with the Property.

2.29 To insure the maintenance of the natural beauty, no Owner shall be allowed to dam up any creeks which flow through said Property nor shall any Owner change the flow of said creek or any wet weather streams.

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

2.31 Wood piles shall be located only at the rear of a dwelling and should be screened from view from public streets and adjacent Lots. Children's toys, swing sets, jungle gyms, trampolines and other outdoor recreational equipment and appurtenances shall be allowed only at the rear or behind a dwelling and shall be located so as not to be visible from any dedicated road right-of-way. Free-standing playhouses and tree houses must be approved by the Committee; no above ground swimming pools shall be allowed on any Lot. No statues, water fountains, bird baths or other lawn ornamentation shall be placed or maintained on the front or side yard of any Lot. All outdoor furniture for any dwelling shall be kept and maintained only at the rear or behind the dwelling or on the front porches of said dwelling. Outside clothes lines and other facilities for drying or airing of clothes are prohibited. No clothing, rugs or other items shall be hung, placed or allowed to remain on any railing, fence or wall. Barbecue grills and other outdoor cooking equipment and apparatus shall be located only at the rear of a dwelling and should not be visible from any dedicated road right-of-way. Statues, water fountains, bird baths, bird feeders, wood carvings, plaques and other home crafts shall be allowed only at the rear of a dwelling and should not be visible from any dedicated road right-of-way. No rocks, rock walls, fencing or other substance shall be placed on any Lot as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or to otherwise impede or limit access to the same. Seasonal or holiday decorations (*e.g.*, Christmas trees and lights, pumpkins, Thanksgiving decorations) shall be promptly removed from any Lot or dwelling within thirty (30) days following such holiday.

2.32 The Committee shall have the right, in its sole and absolute discretion, to establish what type of mailbox may be utilized with any dwelling situated on a Lot.

ARTICLE III
ARCHITECTURAL REVIEW COMMITTEE

3.01 The Committee shall consist of no more than five (5) persons each of whom shall be designated and may be removed at any time by Developer, until such time as Developer relinquishes in writing the authority to appoint members to the Committee to the Association. At such time as Developer no longer owns any Lot within the Subdivision or upon Developer's written notice to the Association that it no longer desires to exercise the right to appoint and remove members of the Committee, then the board of directors of the Association (the "Board") shall have the right to appoint and terminate, with or without cause, all members of the Committee.

3.02 All plans and specifications, including plot plans, grading and drainage plans for any improvements to a Lot, exterior materials, texture and color selections for any dwellings and the plans for entrance columns serving any Lot within the Subdivision shall be first filed with and approved by the Committee before any construction is commenced on such Lot. The Committee shall have the authority to require modifications and changes in plans and specifications if it deemed the same necessary. Notwithstanding any of the foregoing, homes built by Clayton Properties Group, Inc. d/b/a Harris Doyle Homes, Inc. are excluded from the requirements set forth in this section with the explicit understanding that all homes built by Clayton Properties Group, Inc. d/b/a Harris Doyle Homes, Inc. must be in keeping with the overall architectural integrity of the neighborhood.

3.03 The authority to review and approve plans and specifications as provided herein is a right and not an obligation. Owners (and their respective contractors) shall have the sole obligation to oversee and construct dwellings in accordance with the restrictions hereof and the plans and specifications approved by the Committee. No dwellings, buildings, structures or other improvements of any nature shall be constructed, erected, placed or maintained on any Lot until such time as the Committee has approved in writing the plans therefore. The Committee shall have the right to establish and amend from time to time written rules, regulations and standards governing policies, guidelines and minimum requirements relating to the construction and alteration of any dwellings or other improvements on any Lot, as well as the content and types of information required to be submitted to the Committee for its approval, each of which shall be in addition to the provisions and requirements set forth herein.

3.04 Any exterior remodeling, reconstruction, alterations or additions to an existing dwelling or any activity which would change or alter the exterior appearance of a dwelling must be approved by the Committee. Interior remodeling, reconstruction or alterations not affecting the exterior appearance of a dwelling shall not require the written approval of the Committee, but shall comply with all restrictions and covenants set forth herein.

3.05 Neither the Committee, nor any architect or agent thereof, nor Developer shall be responsible to check for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications. EACH OWNER, BY ACCEPTANCE OF A DEED TO ANY LOT, DOES HEREBY WAIVE AND RELEASE THE COMMITTEE AND DEVELOPER AND ANY OF THEIR RESPECTIVE AGENTS, OFFICERS, DIRECTORS, MEMBERS AND SUCCESSORS AND ASSIGNS, FROM ANY LIABILITY OF ANY NATURE WHATSOEVER ARISING FROM DAMAGE, LOSS OR EXPENSE SUFFERED,

CLAIMED, PAID OR INCURRED BY ANY OWNER ON ACCOUNT OF ANY DEFECTS IN ANY PLANS AND SPECIFICATIONS SUBMITTED TO OR APPROVED BY THE COMMITTEE, ANY DEFECTS RESULTING IN ANY WORK DONE IN ACCORDANCE WITH SUCH PLANS OR OTHER DATA SUBMITTED PURSUANT TO THE REQUIREMENTS OF THIS ARTICLE III AND ANY INJURY TO PROPERTY OR PERSON, INCLUDING DEATH, ARISING FROM ANY DEFECT IN ANY IMPROVEMENTS CONSTRUCTED ON SUCH OWNER'S LOT.

3.06 The Committee shall, in its sole and absolute discretion, determine whether the plans and specifications and other data submitted by any Owner for approval are acceptable. Any approval granted by the Committee shall be effective only if such approval is in writing. The Committee shall have the right to disapprove any plans and specifications upon any ground which is inconsistent with the objectives and purposes of these Protective Covenants, including, without limitation, purely aesthetic considerations, failure to comply with any of the provisions of these Protective Covenants, failure to provide requested information, objection to exterior design, appearances or material, objection on the ground of incompatibility with the overall scheme of development for the Subdivision, objection to location of any proposed improvements on any Lot, objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any dwellings or other improvements on any Lot or any other matter which, in the sole and absolute judgment of the Committee, would render the proposed dwelling or other improvements inharmonious with the general plan of development for the Subdivision. The approval of plans, specifications and other data for any one specific dwelling shall not be deemed to have established a precedent for future construction or otherwise obligate the Committee to approve similar plans, specifications or data for any other dwelling to be constructed on any Lot within the Subdivision.

3.07 THE PROPERTY MAY BE LOCATED IN AN AREA WHICH INCLUDES UNDERGROUND MINES, TUNNELS, SINKHOLES AND SUBSURFACE CONDITIONS. THE APPROVAL OF PLANS AND SPECIFICATIONS BY THE COMMITTEE SHALL NOT BE CONSTRUED IN ANY RESPECT AS A REPRESENTATION OR WARRANTY BY THE COMMITTEE OR DEVELOPER TO ANY OWNER THAT THE SURFACE OR SUBSURFACE CONDITIONS OF ANY LOT ARE SUITABLE FOR THE CONSTRUCTION OF A DWELLING OR OTHER STRUCTURES THEREON. IT SHALL BE THE SOLE RESPONSIBILITY OF EACH OWNER TO DETERMINE THE SUITABILITY AND ADEQUACY OF THE SURFACE AND THE SUBSURFACE CONDITIONS OF THE LOT. NEITHER DEVELOPER NOR THE COMMITTEE SHALL BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE OR INJURY SUFFERED OR INCURRED BY OWNER OR ANY OTHER PERSON AS A RESULT OF SURFACE OR SUBSURFACE CONDITIONS AFFECTING A LOT OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, ANY SURFACE OR SUBSURFACE DRAINAGE OR UNDERGROUND MINES, TUNNELS, SINKHOLES OR OTHER CONDITIONS OR TYPES OF GROUND SUBSIDENCE OCCURRING ON OR UNDER ANY LOT.

3.08 The Committee shall have the right to establish, charge, amend, change and modify from time to time reasonable charges and fees for the review of any plans and specifications submitted pursuant to the provisions hereof. Furthermore, the Committee shall, upon request and at reasonable charges, furnish to any Owner a written certificate setting forth whether all necessary Committee approvals have been obtained in connection with any dwelling or other improvements on any Lot.

3. 09 The Committee, in its sole and absolute discretion, shall have the exclusive right to grant variances with respect to any of the matters set forth in these Protective Covenants. Any variance approved by the Committee shall be in writing and shall be executed by either the chairman or the vice-chairman of the Committee. Oral statements shall not be binding on Developer or Committee.

3.10 Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and, in the event any one (1) or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

ARTICLE IV
HELEN RIDGE HOMEOWNER'S ASSOCIATION

4.01 Every Owner of a Lot within the Subdivision is subject to assessments, as hereinafter provided, and shall, by virtue of such ownership, be a member of the Association (the Articles of Incorporation for which are/shall be recorded in the Probate Office). Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot and shall be subject to the provisions of these Protective Covenants and the rules, regulations and bylaws of the Association, as the same may be modified and amended from time to time.

4.02 The Association shall have one (1) class of voting membership. All Owners shall be members of the Association and, subject to the rights reserved by Developer in the Articles of Incorporation and bylaws of the Association, shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all persons shall be members; however, the vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Each Owner, by acceptance of a deed to a Lot, does hereby acknowledge and agree that (a) Developer, for so long as Developer owns any portion of the Property or any Lot within the Subdivision, shall be exclusively entitled to take all actions and vote on all matters to be voted on by the members of the Association in the manner set forth in the Articles of Incorporation and bylaws of the Association, and (b) if Developer elects to submit Additional Property (i) subject to these Protective Covenants pursuant to provisions set forth in Section 8.01 below, (ii) as part of the Association or (iii) modify the description of the Property to add or delete real property from such description, each Owner consents and agrees to the dilution of his voting interests in the Association as a result thereof.

4.03 The Association (with the prior written consent of Developer for so long as Developer owns any portion of the Property or any Lot within the Subdivision) shall have the right at any time and from time to time to merge, consolidate or otherwise transfer all of the rights and obligations of the Association to any other association which has been formed for the benefit of the Owners of any of the Lots within the Subdivision.

ARTICLE V
COVENANT FOR ASSESSMENTS

5.01 Each Owner of a Lot within the Subdivision, by acceptance of a deed to such Lot, agrees to pay to the Association: (i) annual assessments or charges levied each year by the Association, (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (iii) individual assessments which may be levied against any Lot and the Owner thereof as a result of such Owner's failure to comply with the terms of these Protective Covenants. The annual, special and individual assessments, together with interest, late charges, costs and reasonable attorney's fees, shall also be a charge on each Lot and shall be a continuing lien upon each Lot against which such assessment is made, which lien may be enforced in the manner hereinafter provided. Each such assessment, together with interest, late charges, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due or was due.

5.02 The annual and special assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and residents of the Subdivision, for the maintenance of the Site Erosion and Sediment Controls (as defined in the Watershed Protective Covenants), the costs of replacement or repair of the Water Quality Elements (also as defined in the Watershed Protective Covenants), the payment of all Watershed Maintenance Expenses (also as defined in the Watershed Protective Covenants), for the improvement and maintenance of any and all Common Areas and the payment of any and all costs and expenses incurred from time to time by the Association, including, without limitation, any "common expenses" as may be defined in the bylaws of the Association.

5.03 Any expenses incurred by the Committee or the Association in enforcing any of the provisions of these Protective Covenants against a specific Owner shall be deemed an individual assessment against the Owner and the respective Lot owned by such Owner. Such individual assessment shall be levied by the Association and written notice thereof shall be sent to the Owner, which notice shall also specify the due date for the payment of same. The Association is solely responsible for and shall assume all maintenance responsibilities with respect to all Common Area within the Subdivision.

5.04 The annual assessment for the Property shall commence on June 1 of each year, and shall be paid in advance. The annual assessment shall be established by the Association in accordance with its rules, regulations and bylaws of the Association. Lots owned by Developer or any builder who has purchased Lots for inventory in the Subdivision shall not be subject to any assessment by the Association, be it annual, special or individual.

5.05 In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment, applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, provided that any such assessment must have the assent and approval of (a) at least fifty-one percent (51%) of the total votes in the Association, whether voted in person or by proxy, at a meeting duly called for this purpose and (b) for so long as Developer owns any portion of the Property or any Lot within the Subdivision, the approval of Developer.

5.06 Written notice of any meeting called for the purpose of taking any action authorized under Section 5.05 above shall be sent to all Owners not less than thirty (30) days but no more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence, either in person or by proxy, of the holders of at least fifty-one percent (51%) or more of all votes in the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting.

5.07 Both annual and special assessments for all Lots within the Subdivision shall be fixed at a uniform rate. Annual and special assessments shall commence as to each Lot on the day on which such Lot is conveyed to any Owner for home occupancy (other than Developer any builder who has purchased Lots for inventory in the Subdivision) and shall be due and payable in such manner as established by the Board. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due date for the payment of annual assessments shall be established by the Board in such notice (but such due date shall be, at a minimum, thirty (30) days from the date of such notice).

5.08 The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a Lot has been paid. A properly executed certification of the Association as to the status of the assessment on a Lot is binding upon the Association as of the date of its issuance.

5.09 Any assessments (whether annual, special or individual) which are not paid on or before the due date of the same shall bear interest from and after such due date at a rate equal to the lesser of eighteen percent (18%) per annum or the highest rate which may be charged to such Owner by law. In addition to interest, any assessments not paid by the due date for the same shall be subject to a late charge which the Board may from time to time establish. In the event any assessments or other amounts due to the Association are not paid by any Owner when the same comes due, then, in addition to all other rights and remedies provided by law or in equity, the Association, acting through the Board or through any of its duly authorized officers or representatives, may undertake one or both of the following remedies:

(a) The Association may commence and maintain a suit at law against the Owner for a personal money judgment to enforce all such charges and obligations for assessments and other amounts due to the Association, which amounts shall include the late charge and interest specified above as well as all attorneys' fees, court costs and all other expenses paid or incurred by the Association in connection therewith; and/or

(b) The Association may enforce the lien created pursuant to Section 5.01 above as hereinafter provided. The lien created pursuant to Section 5.01 above shall secure payment of any and all assessments (annual, special and individual) levied against any Lot or Owner, all late charges and interest as provided above as well as all attorneys' fees, court costs and all other expenses paid or incurred by the Association in attempting to collect the assessments and in maintaining any legal action in connection therewith. If any assessments and other charges remain unpaid for more than sixty (60) days following the due date of the same, then the Association shall make written demand on defaulting Owner, which demand shall state the date and amount of delinquency. If such delinquency is not paid in full within ten (10) days after the giving of such demand notice, then the Association may file a claim of a lien against the Lot of

such delinquent Owner, which claim shall be executed by any member of the Board or any officer of the Association and may be foreclosed in the same manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, as the same may be modified or amended from time to time. The Association shall have the right and power to bid at any such foreclosure sale and to purchase, acquire, hold, lease, mortgage, convey and sell any such Lot purchased at any such foreclosure proceeding. Each Owner, by acceptance of a deed to any Lot, shall be deemed to (i) grant and vest in the Association and/or its agents the right and power to exercise the power of sale granted herein and foreclose the lien created herein, (ii) grant and vest in the Association and/or its agents the right and power to bring all actions against such Owner personally for the collection of all amounts due from such Owner, (iii) expressly waive any objection to the enforcement in foreclosure of the lien created herein, and (iv) expressly waive the defense of the statute of limitations which may be applicable to the commencement of any suit or action for foreclosure. No Owner (other than Developer any builder who has purchased Lots for inventory in the Subdivision) may waive or otherwise be exempt from the liability to pay the assessments provided herein.

5.10 The lien for assessments and other charges provided herein with respect to any Lot shall be subordinate to the lien of any first mortgage encumbering such Lot. The sale or transfer of any Lot shall not affect any lien retained by the Association on a Lot; provided, however, that the sale or transfer of any Lot pursuant to mortgage foreclosure or any similar proceedings shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer.

5.11 In addition to the rights and remedies set forth above, if any Owner (or his contractor, family members, guests or invitees) shall violate or attempt to violate any of the covenants and restrictions set forth herein, then Developer, the Association or the Committee, jointly and severally, shall each have the right to prosecute proceedings at law for the recovery of damages against such Owner as a result of such violations or maintain a proceeding in equity against such Owner to enjoin such violation; provided, however, that the rights and remedies set forth herein shall be deemed to be cumulative of all other rights and remedies available at law or in equity. In any such proceedings, Developer, the Association or the Committee, jointly and severally, shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred by any of them in such proceedings, as well as interest on all unpaid amounts as specified in Section 5.09 above. The failure of Developer, the Association or the Committee to institute proceedings for any one or more violations of these Protective Covenants shall not constitute approval of the same or be construed as a waiver of any right of action contained herein for past or future violations of said covenants and restrictions.

ARTICLE VI
EASEMENTS

6.01 Developer does hereby establish and reserve for itself, the Association, the Committee and their respective successors and assigns, a permanent and perpetual non-exclusive easement over, across, through and upon each Lot for the purpose of inspecting each Lot and any dwelling constructed thereon in order to determine the compliance with the provisions of these Protective Covenants and to otherwise perform any of their duties or undertake any of the action authorized or permitted to be taken by any of them pursuant to these Protective Covenants.

6.02 Developer does hereby establish and reserve for itself, its successor and assigns, a permanent and perpetual non-exclusive easement over, across, through, upon and under those portions of any Lot upon which Developer has reserved an easement, as reflected on the recorded Subdivision Plat for such Lot, which easements may be used for the purpose of installing, erecting, maintaining and using above and below ground utility and cable television lines, poles, wires, cables, conduits, storm sewers, sanitary sewers, conveniences, appurtenances and other utilities.

6.03 Developer does hereby establish and reserve for itself, its successors and assigns, a permanent and perpetual non-exclusive easement over, across, through, upon and under all portions of the Common Area for the purpose of installing, erecting, maintaining and using thereon above and below ground utility and cable television lines, pipes, poles, wires, cables, conduits, storm sewers, a private onsite sanitary sewer system, conveniences and other utilities.

6.04 Subject to any applicable rules and regulations adopted from time to time by the Association and the payment of any fees and charges which may from time to time be established by the Association, Developer does hereby grant to the Association and each Owner the non-exclusive right, privilege and easement of access to and the use of the Common Area in common with Developer, its successors and assigns.

ARTICLE VII
SIDEWALK MAINTENANCE

7.01 Maintenance of all easements outside the City of Vestavia Hills right-of-way shall be the responsibility of the Association and not the City of Vestavia Hills.

7.02 All sidewalks constituting Common Area shall be maintained by the Association. Notwithstanding the foregoing, each Owner shall be responsible for maintaining any portion of sidewalk located in front of their Lot.

ARTICLE VIII
MISCELLANEOUS

8.01 Developer reserves the right, in its sole and absolute discretion, at any time and from time to time, to add and submit any additional property (the "Additional Property") situated adjacent to or in close proximity within the Subdivision to the terms and provisions of these Protective Covenants. Additional Property may be submitted to the provisions of these Protective Covenants by an instrument executed solely by Developer and filed for record in the Probate Office, which instrument shall be deemed an amendment to these Protective Covenants which need not be consented to or approved by any Owner or its mortgagee and which may contain different terms, conditions, restrictions and provisions from those set forth herein. From and after the date on which an amendment to these Protective Covenants is recorded in the Probate Office submitting any Additional Property to the terms and provisions hereof, (a) all references herein to Owner shall include Owners of all Lots within the Subdivision and the Owners of all Lots within such Additional Property, (b) all references herein to the Property or the Subdivision shall include the Additional Property, and (c) the number of votes in the Association shall be increased by the number of Lots within the Additional Property so that there shall continue to be one (1) vote in the Association per Lot within the Subdivision. Notwithstanding the above, in no event shall Developer be obligated to submit any Additional Property to the provisions of these

Protective Covenants or to otherwise impose any covenants, conditions or restrictions set forth herein upon any other real property owned by Developer situated adjacent to or in close proximity within the Subdivision.

8.02 The terms and provisions of these Protective Covenants shall be binding upon each Owner and their respective heirs, executors, administrators, personal representatives, successors and assigns of each Owner and shall enure to the benefit of Developer, the Committee, the Association and all of the Owners of any of the Lots within the Subdivision. These Protective Covenants shall be deemed covenants running with the land and any Lot shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved and maintained subject to all of the terms and provisions of these Protective Covenants.

8.03 It is understood and agreed that the foregoing covenants and restrictions shall attach to and run with the land for a period of fifty (50) years from the date hereof, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless, by a vote of at least fifty-one percent (51%) of all votes in the Association, it is agreed to change the same in whole or part.

8.04 Subject to the provisions of Sections 8.01 and 8.09 hereof, these Protective Covenants may be amended or altered (a) solely by Developer during such periods of time as Developer owns any portion of the Property or any Lot within the Subdivision, so long as such amendment does not materially and adversely affect or alter any Owner's right to use his Lot or (b) by the (i) vote of fifty-one percent (51%) of all votes in the Association and (ii) written agreement of Developer.

8.05 All personal pronouns used herein, whether used in masculine, feminine or neuter gender, shall include all genders. The use of the singular tense shall include the plural and vice versa.

8.06 Each Owner hereby waives any right to seek or obtain judicial partition of any portion of the Property.

8.07 Notwithstanding anything provided herein to the contrary, no sale, transfer, conveyance, lease, pledge, encumbrance or other hypothecation of any Lot by Developer to any third party shall constitute or be deemed a transfer of any of the rights reserved herein to Developer unless express reference is made in such instrument of conveyance to the specific rights created in these Protective Covenants which Developer is transferring to such third party.

8.08 Whenever in these Protective Covenants Developer, the Association or the Committee has the right to approve, consent to or require any action to be taken, such approval, consent or required action shall, except as otherwise specifically provided herein to the contrary, be given or withheld in the sole and absolute discretion of Developer, the Association or the Committee, as the case may be.

8.09 Developer reserves the right, in its sole and absolute discretion, at any time and from time to time, without any obligation or requirement to obtain the consent or approval of any Owners or any of their mortgagees, to (a) add any additional real property to the Development to the extent the same may be developed for residential purposes, and (b) alter, change or extend

any roadways within the Subdivision or alter any street grades of any roads within the Subdivision, without liability to the Owners for any claims for damages resulting from such alterations or changes. Developer may undertake any of the actions set forth in this Section 8.09 including, without limitation, executing and recording amendments to these Protective Covenants with respect to any of the matters described in items (a) and (b) above, without the consent or approval of any Owner or its mortgagee. The Protective Covenants shall be applicable only to the Property, as described in Exhibit "A" hereto, and shall not extend to or be binding upon any other real property owned by Developer unless expressly subjected to the terms and provisions of these Protective Covenants by an instrument duly executed by Developer and recorded in the Probate Office.

8.10 Subject to the conditions, restrictions and other provisions of these Protective Covenants, all agreements, actions and determinations lawfully authorized by the Board shall be binding upon Owners, their heirs, executors, personal representatives, administrators, successors and assigns and all others having any interest in the Subdivision. In performing its responsibilities hereunder, the Association, acting through the Board, shall have the right and authority to delegate to such persons of its choice such duties of the Association as may be determined by the Board. In furtherance of the foregoing and not in limitation thereof, the Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall deem necessary or desirable for the proper operation of any portion of the Subdivision, whether such personnel are furnished or employed directly by the Association or by independent contract with the Association. All costs and expenses incurred incidental to the employment of a manager of the Subdivision or any of the Common Areas shall be a common expense to the Owners. During the term of any such management agreement entered into by the Association with a third party, such manager may, if authorized by the Board, exercise all the powers and shall be responsible for the performance of all of the duties of the Association, excepting any of such powers or duties specifically and exclusively reserved to the Board or the duties specifically and exclusively reserved to the Board or the officers of the Association by these Protective Covenants, the Articles of Incorporation or the bylaws. Such manager may be an individual, corporation or other legal entity and may be bonded in such manner as the Board may require, with the costs of such bond to be a common expense to the Owners. In addition to the foregoing, the Association may pay for and the Board may hire and contract for such legal and accounting services as are necessary or desirable in connection with the operation of the Subdivision, or the enforcement of these Protective Covenants, the Articles of Incorporation, the bylaws or any rules and regulations of the Association.

8.11 The Association shall and does hereby indemnify, defend and agree to hold each and every officer, agent, representative and member of the Board, including Developer, harmless from and against any and all expenses, including court costs and reasonable attorney's fees, suffered, paid or incurred by any such officer, agent, representative or member of the Board in connection with any action, suit or other proceedings (including the settlement of any suit or proceedings if approved by the Board) to which such person may be made a party by reason of being or having been an officer, agent, representative or member of the Board. The officers, agents, representatives and members of the Board shall not be liable for any mistake in judgment, negligence or otherwise except for their own willful misconduct or reckless disregard of duty, as finally determined by a court of competent jurisdiction. The officers, agents, representatives and members of the Board shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the

Association shall and does hereby indemnify, defend and agree to forever hold each such officer, agent, representative and member of the Board harmless from any and all liability to others on account of any such contract or commitment. The indemnification obligations and rights provided for herein shall not be exclusive of any other rights to which any officer, agent, representative or member of the Board may be entitled, including anything provided to the contrary contained in the Articles of Incorporation or the bylaws. The Association shall maintain adequate general liability and officers and directors liability insurance in order to fulfill its obligations under this section and the costs of such insurance shall constitute a common expense to the Owners.

ARTICLE IX
REGISTERED SEX OFFENDERS

9.01 No offender (sexual offender or violent sexual offender) which is required to register pursuant to the Alabama Sex Offender Registration and Community Notification Act (Section 15-20A-1, et seq. Ala. Code (1975)) or any other similar federal, state or local legislation ("Offender") shall be permitted to: (i) hold an interest, including, without limitation, a fee simple or leasehold interest, in any Lot or residence in the Subdivision; (ii) reside within the Subdivision; or (iii) utilize or enter upon the roadways or the lots in the Subdivision. Without limiting any other right or remedy available to Developer or the other owners in the Property, and notwithstanding anything herein to the contrary, Developer and/or the other Owners in the Subdivision shall have the right to immediately seek any and all remedies available at law or in equity, including, without limitation, injunctive relief and rescission, in cases of a violation of this these Protective Covenants. Upon the discovery of the purchase of a Lot or residence, or the residing within the Subdivision, by an Offender, Developer shall retain the right to buy back the Lot or residence for the original purchase price of the Lot or residence from the seller. The provisions of this Article IX may be rescinded by the Board on the application by a potential purchaser or resident on a Lot or residence within the Subdivision. This rescission shall not be deemed effective until (i) a determination is made by the Board that the person applying is, in the Board's judgment, no longer a danger to the community based upon the facts and circumstances existing at said time, and (ii) it is set out in writing and recorded in the Probate Office. The provisions of this Article IX shall not be utilized at any time by the Board to discriminate against purchasers or Owners on the basis of race, sex, national origin, ethnicity, familial status, or other illegal purpose. Developer, the Board, or any committee to which authority is delegated with regard to the enforcement of these Protective Covenants, shall be personally immune from any liability for enforcement and shall be indemnified by the Owners for any and all legal expenses, fines, or other costs associated with the enforcement of this provision.

IN WITNESS WHEREOF, Developer has executed this instrument on the 31st day of October, 2019.

By: _____
Print Name: J. Brooks Harris
Its: Vice President

By: _____
Print Name: _____
Its: _____

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Brooks Harris, whose name as Vice President of Clayton Properties Group, Inc., a Tennessee corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Vice President, and with full authority to do so, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31 day of October, 2019.

ASHLEY ANN MILLER
Notary Public
Alabama State at Large

_____
NOTARY PUBLIC
My Commission Expires: _____

My Commission Expires
January 26, 2022

This Instrument Prepared By:
C. Randall Minor
Maynard Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 Regions Harbert Plaza
Birmingham, AL 35203
(205) 254-1000

EXHIBIT "A"

Legal Description of the Property

[immediately follows]

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land situated in the Northeast 1/4 of Section 23, Township 18 South, Range 2 West, Huntsville Meridian, Jefferson County, Alabama, being more particularly described as follows:

Begin at the locally accepted Northeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 23, Township 18 South, Range 2 West, Huntsville Meridian, Jefferson County, Alabama; thence run South 00°23'04" East along the East line of said 1/4 - 1/4 section for a distance of 1334.83 feet to the locally accepted Southeast corner of said 1/4 - 1/4 section; thence leaving said East line run North 88°38'55" West along the South line of said 1/4 section for a distance of 555.97 feet to the East right of way line of Interstate Highway No. 459, (right of way width varies); thence leaving said South line run North 33°45'24" East along said East right of way line for a distance of 134.15 feet; thence run North 56°16'16" West along said East right of way line for a distance of 139.86 feet; thence run North 07°07'33'" East along said East right of way line for a distance of 543.72 feet; thence run North 22°39'57" East along said East right of way line for a distance of 1748.40 feet; thence run North 33°00'13" East along said East right of way line for a distance of 365.98 feet to the North line of said Section 23; thence leaving said East right of way line run South 88°43'12" East along said North line for a distance of 523.40 feet; thence leaving said North line run South 33°12'02" West for a distance of 1006.12 feet; thence run South 59°34'00" West for a distance of 250.06 feet to the locally accepted East line of the Northwest 1/4 of the Northeast 1/4 of said Section 23; thence run South 00°25'45" East along said East line for a distance of 349.84 feet to the Point of Beginning.

Less and except any part lying southeast of the Cahaba River.