

Mt. Carmel



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DECLARATION OF PROTECTIVE COVENANTS

FOR

MT. CARMEL ESTATES

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DECLARATION OF PROTECTIVE COVENANTS

FOR

MT. CARMEL ESTATES

THIS DECLARATION is made on the date hereinafter set forth by Mt. Carmel Estates, Inc., an Alabama Corporation (hereinafter sometimes called "Declarant");

W I T N E S S E T H

WHEREAS, Declarant is the owner of the real property described in Article II, Section 1 of this Declaration; and

WHEREAS, Declarant desires to subject the real property described in Article II, Section 1 hereof to the provisions of this Declaration to create a residential community of single-family housing and to provide for the subjecting of other real property to the provisions of this Declaration;

NOW, THEREFORE, Declarant hereby declares that the real property described in Article II, Section 1 of this Declaration, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

THIS DECLARATION DOES NOT AND IS NOT INTENDED TO CREATE A CONDOMINIUM REGIME SUBJECT TO THE ALABAMA CONDOMINIUM OWNERSHIP ACT OF 1973, ALA. CODE SECTION 35-8-1 ET SEQ.

Article I
Definitions

Unless the context shall prohibit, certain words used in this Declaration shall be defined as set forth in Exhibit "A", attached hereto and by reference made a part hereof.

Article II
Property Subject To This Declaration

Section 1. Property Hereby Subjected To This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration is the real property described in Exhibit "B", attached hereto and by reference made a part hereof.

Section 2. Other Property. Only the real property described in Section 1 of this Article II is hereby made subject to this Declaration; provided, however, by one or more Supplementary Declarations, Declarant and the Association have the right, but not the obligation, to subject other real property to this Declaration, as hereinafter provided.

Article III
Association Membership and Voting Rights

Section 1. Membership. Every Person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the By-Laws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot owned.

Section 2. Voting. Members shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one Person seeks to exercise it.

Article IV
Assessments

Section 1. Purpose of Assessment. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration. All such assessments, together with late charges, interest, not to exceed the maximum legal rate, costs, and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be personally liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance to the extent expressly assumed; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgagee holder taking title through foreclosure proceedings or deed in lieu of foreclosure.

The Association shall, within five (5) days after receiving a written request therefor and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of issuance.

Assessments for the first two (2) years shall be \$5.00 per month per lot payable as hereinafter provided. After the expiration of two (2) years the Assessments shall be levied equally on all Lots and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days written notice, of the annual assessment for delinquents.

Unless otherwise provided by the Board, the assessment shall be paid in annual installments.

Section 3. Computation. It shall be the duty of the Board to prepare a yearly budget covering the estimated costs operating the Association, which shall include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget and the assessments to be levied against each Lot for the following year to be delivered to each member at least thirty (30) days prior to the end of the current fiscal year (the first budget to be submitted will be for the fiscal year 1997). The budget and the assessment shall become effective unless disapproved at a meeting by a Majority of the total Association vote and the Declarant (so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IX hereof). Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 4. Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments from time to time if approved by two-third (2/3) of the total Association vote and the Declarant (so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IX hereof). Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Section 5. Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first Mortgage or on any Mortgage to Declarant duly recorded in the land records of the county where the Community is located and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument.

All other Persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessments or installments thereof which are not paid when due shall be delinquent. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest, not to exceed the maximum legal rate, on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amount provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest and then to delinquent assessments.

Section 7. Date of Commencement of Assessments. The assessments provided for herein shall commence as to a Lot subject to this Declaration on the first day of the month following the conveyance of such Lot to a Person other than the Declarant. Assessments shall be due and payable in a manner and

on a schedule as the Board of Directors may provide. Lots which have not been so conveyed and are still titled to the Declarant shall be subject to assessment on the same "per lot" basis as Lots titled to others. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

Section 8. Specific Assessments. The Board shall have the power to specifically assess pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied pursuant to Article XII, Section 1 of this Declaration and the costs of maintenance performed by the Association which the Owner is responsible for under Article V, Sections 1 and 2 of this Declaration shall be specific assessments. The Board may also specifically assess Lots for the following Association expenses, except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association as provided herein:

(a) Expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received.

(b) Expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

Section 9. Budget Deficits During Declarant Control. The Declarant shall be solely responsible for a period of two (2) years from the day and date first above written to satisfy the deficit if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves) and the sum of the annual, special and specific assessments collected by the Association in any fiscal year. For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant may: (i) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the annual, special and specific assessments collected by the Association in any fiscal year, and such advances shall be evidenced by promissory notes from the Association in favor of the Declarant; or (ii) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for such a loan in the local area of the Community. The Declarant in its sole

discretion may guarantee repayment of such loan, if required by the lending institution, but no Mortgage secured by the Common Property or any of the improvements maintained by the Association shall be given in connection with such loan.

Article V

Maintenance; Conveyance of Common Property to Association

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. The Association shall maintain the entry features at the main entrance of the Community and shall maintain and pay the expenses for water or electricity, if any, provided to all such entry features. The Association shall also maintain all medians located in the Community. All property outside of Lots located within the Community which was originally maintained by Declarant, any detention pond(s) located within the Community, including the trees and other vegetation which screen the detention pond(s), and the lake shall be maintained by the Association.

In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Community, where the Board has determined that such maintenance would benefit all Owners.

In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the association hereunder, is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees, and is not covered or paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

Section 2. Owner's Responsibility. Except as provided in Section 1 above, all maintenance of the Lot and all structures, parking areas, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. In the event that the Board of Directors of the Association determines that any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder, the Association shall, except

in an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a then (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

Section 3. Party Walls and Party Fences.

(a) General Rules of Law to Apply. Each wall or fence built as a part of the original construction on the Lots which shall serve and separate any two (2) adjoining Lots shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The costs of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the wall or fence in equal proportions.

(c) Damage and Destruction. If a party wall or fence is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the wall may restore it, and if the other Owner or Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(e) Arbitration. In the event of any dispute arising concerning a party wall or fence, or under the provisions of this Section, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefore by the Board of Directors,

the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

Section 4. Conveyance of Common Property by Declarant to Association. The Declarant may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest which is or may be subjected to the terms of this Declaration. Such conveyance shall be accepted by the Association, and the property shall thereafter be Common Property to be maintained by the Association for the benefit of all or a part of its Members. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section.

Article VI Use Restrictions and Rules

Section 1. General. This Article, beginning at Section 2, sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may only be amended in the manner provided in Article XII, Section 4, hereof regarding amendment of this Declaration. In addition, the Board may, from time to time, without consent of the Owners, promulgate, modify, or delete other use restrictions and rules and regulations applicable to the Community. Such use restrictions and rules shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, cancelled, or modified in a regular or special meeting by a Majority of the total Association vote entitled to vote thereon and the consent of Declarant (so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IX hereof).

Section 2. Residential Use. All Lots shall be used for single-family residential purposes exclusively. No business or business activity shall be carried on in or upon any Lot at any time. Leasing of a Lot shall not be considered a business or business activity. No structure of a temporary character including, without limitation, a trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, whether temporarily or permanently.

Section 3. Signs. No sign of any kind shall be erected by an Owner or occupant of a Lot within the Community without the prior written consent of the Architectural Control Committee. Notwithstanding the foregoing, the Board shall have the right to erect reasonable and appropriate signs. "For Sale" and "For

Rent" signs consistent with the Community-Wide Standard may be erected upon any Lot, and any builder may erect one (1) sign not larger than ten (10) square feet to advertise the property during the construction and sale period. The provisions of this Section shall not apply to any Person holding a Mortgage who becomes the Owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first Mortgage or as transferee pursuant to any proceeding in lieu thereof.

Section 4. Vehicles. The term "vehicles", as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, recreational vehicles, tractors, mowers, and automobiles. All vehicles shall be parked within garages, driveways or other paved parking areas located on a Lot. Parking in yards is prohibited.

No vehicle may be left upon any portion of the Community, except in a garage or other area designated by the Board, for a period longer than five (5) days if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five (5) day period, such vehicle shall be considered a nuisance and may be removed from the Community. No towed vehicle, boat, recreational vehicle, motor home, tractor, mower or mobile home shall be temporarily kept or stored in the Community for any period in excess of two (2) weeks unless kept in a garage or other area designated by the Board; vehicles parked in violation of this provision shall be considered a nuisance and may be removed from the Community. Trucks with mounted campers which are an owner's or occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. No eighteen wheel trucks or the cabs of such trucks shall be parked, kept or stored within the Community, and if so parked, kept, or stored shall be considered a nuisance and may be removed from the Community.

No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles and vehicles authorized by the Board.

All single-family residences shall contain a two car garage; carports shall not be permitted.

Section 5. Leasing. Lots may be leased for residential purposes only. All leases shall have a minimum term of six (6) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, By-Laws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it may evict the tenant on behalf of the Owner and

specifically assess all costs associated therewith against the Owner and the Owner's property.

Section 6. Occupants Bound. All provisions of the Declaration, By-Laws, and of any rules and regulations, use restrictions or design guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner.

Section 7. Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board; provided, however, those pets which are permitted to roam free, or in the sole discretion of the Board, endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners or Occupants or the owner of any property located adjacent to the Community may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside be on a leash or otherwise confined in a manner acceptable to the Board. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Community. Animal control authorities shall be permitted to enter the Community to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law.

Section 8. Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No building shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after commencement of construction. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property within the Community. There shall not be maintained any plants or animals or device or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of

the foregoing, no speaker, horn whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law.

Section 9. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

Section 10. Architectural Standards. No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until plans and specifications showing at least the nature, kind shape height, materials, and location shall have been submitted in writing to and approved by an Architectural Control Committee established by the Board. These documents shall contain a front elevation, a rear elevation and a plat plan to be kept on file by the Association. The Board may divide the Architectural Control Committee into two (2) subcommittees, with one (1) subcommittee having jurisdiction over modifications and the other having jurisdiction over new construction. The Board may employ for the Architectural Control Committee architects, engineers, or other persons necessary to enable the Committee to perform its review. The Architectural Control Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified Persons, which shall have full authority to act on behalf of the committee for all matters delegated. Written design guidelines and procedures shall be promulgated for the exercise of this review, which guidelines may provide for a review fee.

In the event that the Architectural Control Committee fails to approve or to disapprove submitted plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with. As a condition of approval under this Section, an Owner, on behalf of himself and his successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Architectural Control Committee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of himself and his successors-in-interest. The Architectural Control Committee shall be the sole arbiter of

such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may record in the appropriate land records a notice of violation naming the violating Owner.

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Control Committee, the members thereof, nor the Association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the Architectural Control Committee, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the Architectural Control Committee, the Board, or the officers, directors, members, employees, and agents of any of them to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

Section 11. Antennas. No exterior antennas of any kind shall be placed allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board or its designee. No free standing antennas whatsoever shall be placed on any Lot. Satellite Dishes shall be permitted but must be properly screened to be concealed from view by neighboring property and streets.

Section 12. Tree Removal. No trees shall be removed without the express consent of the Board or its designee.

Section 13. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant of a Lot may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves a perpetual easement across all Community property for the purpose of altering drainage and water flow. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 14. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines, and the contrary herein notwithstanding, no fence or wall shall be located any closer to the street than twenty-five (25) feet. (See Section 18 regarding Fences.)

Section 15. Clotheslines, Garbage Cans, Wood piles, Etc. All clothesline, garbage cans, woodpiles, swimming pool pumps, filters and related equipment and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All construction debris, rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Declarant, however, hereby expressly reserves the right to dump and bury rocks and trees on property within the Community as needed for efficient construction and to allow developers and builders within the Community to bury rocks and trees removed from a building site on such building site. Trash, garbage, debris, or other waste matter of any kind may not be burned within the Community except during construction of a dwelling, a builder may burn waste materials.

Section 16. Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board or its designee. Declarant, however, hereby expressly reserves the right to replat any Lot or Lots owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the

applicable subdivision regulations.

Section 17. Guns. The use of firearms in the Community is prohibited. The term "firearms" includes "B-B" guns and pellet guns.

Section 18. Fences. No fence or fencing-type barrier or planted screen of any kind shall be placed, erected, allowed or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Architectural Control Committee. The Architectural Control Committee may issue guidelines detailing acceptable fence styles or specifications.

Section 19. Utility Lines. All utilities from the street to the house shall be installed underground.

Section 20. Air Conditioning Units. Except as may be permitted by the Architectural Control Committee, no window air conditioning units may be installed. No air conditioning apparatus or unsightly projection shall be attached to the front of any resident.

Section 21. Swimming Pools. The Architectural Control Committee must approve all swimming pools.

Section 22. Lighting. All Exterior lighting visible from the street shall require approval by the Architectural Control Committee, except for seasonal decorative lights for a sixty (60) day period beginning on November 15 each year.

Section 23. Lakes. This Section, Article XI, Section 6 of this Declaration, and rules, use restrictions, and design guidelines issued by the Board or its designee shall govern the use of such lakes as may exist, if any, in the Community or such lakes as are made available for the use of all Owners and Occupants in the Community and activities related thereto. Fishing and boating shall be permitted (no motor larger than a trolling motor and no jet skis or wave runners shall be permitted). Except, as may be approved by the Board or its designee, ice skating and swimming shall not be permitted. No owner may construct a dock and any physical alternative off shore line will require Board approval.

Section 24. Minimum Building Size. All residences to be constructed on Lots 22 thru 33, Block 2, Phase 2, shall contain a minimum of eighteen-hundred (1800) square feet of centrally heated living space which space shall specifically exclude, without limitation, open porches, garage and unfinished storage areas. For split-levels and 2-3 story houses, the lower level (this does not intend to include or apply to any basements) of this 1800 square foot dwelling must contain a minimum of 1350 square feet. All other Lots in Phase 2 shall contain a minimum of sixteen-hundred (1600) square feet of centrally heated living space which space shall specifically exclude, without

limitation, open porches, garages and unfinished storage areas. For split-levels and 2-3 story houses, the lower level (this does not intend to include or apply to any basements) of this 1600 square foot dwelling must contain a minimum of 1100 square feet.

Section 25. Setback Lines. No building shall be located on any lot nearer to the front lot line nor nearer to the side street line than the minimum building set back lines as shown on the recorded plat, except as hereinafter provided. In no event shall any building on any lot be located nearer than 50 feet to the front lot line, nor nearer than 10 feet to the side lot line, except that a minimum 5 foot side yard shall be required for a garage. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. For the purpose of these covenants, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building to encroach upon another lot. At intersections the front shall be designated by the front elevation of the house, and the restriction of distance on the remaining street shall be 35 feet.

Section 26. Mailboxes. All mailboxes, erected on any Lot must be of brick or stone construction and must conform to one standard design and built by the builder. A design will be provided and approved by the Architectural Control Committee and such design will be made available to the owner upon approval of building plans for the Lot by the Architectural Control Committee.

Section 27. Storage Tanks. Location and screening for above ground propane tanks shall be approved by the Architectural Control Committee. No other types of above ground storage tanks will be permitted.

Section 28. Gardens. No vegetable gardens, compost gardens, greenhouses or other food source planting shall be allowed in the front or on the sides of any residence on any Lot.

Section 29. Grass. Any and all grass located on each lot must never reach a height higher than (6") inches.

Section 30. Oil. No oil drilling, development operations, oil refining, quarry or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, mineral excavations or shafts be permitted upon or in any lot.

Section 31. Foundations. All foundations must be covered in either stone or brick and any open areas beneath porches shall be screened or covered as is required by the Architectural Control Committee.

Section 32. Sidewalks. All builders shall be required to install four (4') foot wide sidewalks on all street frontages as

required by Architectural Control Committee.

Section 33. Driveways. All driveways shall be concrete from garage to asphalt in street and all driveway drain tile shall have head walls as per plans furnished by Architectural Control Committee.

Section 34. Outbuildings No outbuilding shall be erected, placed or altered on any lot unless it has the quality of workmanship and materials, harmony of external design with the existing structures, and location with respect to topography and finish grade elevation. All structures must be built on-site and have prior written consent by the Architectural Control Committee.

Section 35. Exceptions. Tracts I and II, and Lot 4, Block 2, of Mt. Carmel Estates, Phase 2, as recorded in Plat Book 31, Page 66, Probate Records of Madison County, Alabama, had houses constructed on them before the development of the subdivision. It is expressly understood that these lots are not bound by set back lines. It is agreed that Tract I has an existing carport and it is hereby approved. It is also expressly understood that as to Lot 4, Block 2, Phase 2, the satellite dish and existing carport thereon are approved. As long as H. David Wall and/or Mychiallyn R. Wall or members of their immediate family maintain ownership of Lot 4, Block 2, Phase 2, it is understood that the south side of this lot may be used to park the cab of an eighteen wheel truck for short periods of time.

Article VII Insurance and Casualty Losses

Section 1. Insurance on Common Property. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property and the entry features, if any which the Association is obligated to maintain. This insurance shall provide, at a minimum fire, and extended coverage, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the board may purchase "all-risk" coverage in like amounts.

The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agent, and if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars.

The Board is hereby authorized to contract with or otherwise arrange to obtain the insurance coverage required

hereunder through the Declarant and to reimburse Declarant for the cost thereof, and declarant shall be authorized, but not obligated, to purchase such insurance coverage for the benefit of the Association and the Owners upon Declarant and Association agreeing upon the terms and conditions applicable to reimbursement by the Association for costs incurred by Declarant in obtaining such coverage. Notwithstanding anything contained in the Declaration to the contrary, the Board shall not be required to comply with the provisions of this Article if the Board has contracted for or otherwise arranged to obtain the required insurance coverage through the Declarant.

Premiums for all insurance shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as trustee for the respective benefited parties, as further identified in subparagraph (b), below. Such insurance shall be governed by the provisions hereinafter set forth.

(a) All policies shall be written with a company authorized to do business in Alabama.

(b) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(c) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(d) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the county where the Community is located.

(e) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be cancelled, invalidated, or suspended on account of any one or more individual Owners;

(iv) that no policy may be cancelled, subjected to nonrenewal, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration;

(vi) that no policy may be cancelled, subjected to nonrenewal or substantially modified without at least thirty (30) days' prior written notice to the Association.

In addition to the other insurance required by this Section, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall be determined in the directors' best business judgment, and, if available, shall at least equal three (3) months' assessments plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled, subjected to nonrenewal or substantially modified without at least thirty (30) days' prior written notice to the Association. The associations shall also obtain construction code endorsements, steam boiler coverage, and flood insurance, if and to the extent necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.

Section 2. Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots, and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury

occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an "all-risk" policy, if reasonably available, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. If all-risk coverage is not reasonably available, Owners shall obtain, at a minimum, fire and extended coverage. The policies required hereunder shall be in effect at all times. Authority to adjust losses under policies obtained by an Owner shall be vested in the Owner. The Association shall have the right, but not the obligation, at the expense of the Owner, to acquire the insurance required to be maintained by the Owner if the Owner fails to provide a valid policy to the Association with a prepaid receipt on or before the expiration of any policy. If the Association does acquire insurance on behalf of any Owner, the cost thereof shall be assessed against the Owner and the Unit as a specific assessment.

Section 3. Damage and Destruction -- Insured by Association.

(a) In General. Immediately after damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Repair and Reconstruction. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five (75%) percent of the total Association vote and the Declarant (so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IX hereof) otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Owners in proportion to the number of Lots owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired reconstructed, such excess shall be deposited to the benefit of the Association.

In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Community by the Association in a neat and attractive condition.

Section 4. Damage and Destruction -- Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within seventy-five (75) days after such damage or destruction. In the event of noncompliance with this provision, the Board of Directors shall have all enforcement powers specified in Article XII, Section 1, of this Declaration.

Section 5. Insurance Deductible. The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the Persons who are responsible hereunder, or under any declaration or contract requiring the Association to obtain such insurance, for maintenance of the damaged or destroyed property.

Article VIII Condemnation

In the event of a taking by eminent domain of any portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) days after such taking, at least seventy-five (75%) percent of the total Association vote other than Declarant and the Declarant (so long as the Declarant has an option unilaterally to subject property to this Declaration as provided in Article IX hereof) shall otherwise agree, the Association shall restore or replace such

improvements so taken on the remaining land included in the Common Property to the extent lands are available therefor. The provisions of Article VII, Section 3, above, applicable to Common Property improvements damage, shall govern replacement to restoration and the actions to be taken in the event that the improvements are not restored or replaced.

Article IX
Annexation of Additional Property

Section 1. Unilateral Annexation By Declarant.

(a) As the owner thereof or, if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option from time to time at any time until ten (10) years after the recording of this Declaration to subject all or any portion of the real property described in Exhibit "c", attached hereto and by reference made a part hereof to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the county in which the property to be annexed is located a Supplementary Declaration describing the property being annexed. Any such annexation shall be effective upon the filing for record of such Supplementary Declaration unless otherwise provided therein. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as rights of then Owners are not adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any such annexed real property.

(b) The rights reserved unto Declarant to subject additional land to the Declaration shall not and shall not be implied or construed so as to impose any obligation upon Declarant to subject any of such additional land to this Declaration or to the jurisdiction of the Association. If such additional land is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such additional land nor shall such rights in any manner limit or restrict the use to which such additional land may be put by Declarant or any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

Section 2. Other Annexation. Subject to the consent of the Owner thereof and the consent of the Declarant (so long as the Declarant has an option to subject additional property to this Declaration as provided above) upon the affirmative vote of a majority of the Association vote present or represented by proxy at a meeting duly called for such purpose, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the county in which the property to be annexed is located a

Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration shall be signed by the President and Secretary of the Association, and any such annexation shall be effective upon the filing for record of such Supplementary Declaration, unless otherwise provided therein.

Article X
Mortgage Provisions

The following provisions are for the benefit of holders of first Mortgages on Lots in the Community. The provisions of this Article apply to both this Declaration and the the By-Laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number), (therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of Mortgage holders.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation (The Mortgage Corporation), the following provisions apply in addition to and not in lieu of the foregoing. Unless two-thirds (2/3) of the first Mortgagees or Owners other than the Declarant, give their consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes

consistent with the intended use of the Common Property shall not be deemed a transfer within the meaning of this subsection) other than personal property of the Association;

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an owner;

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Lots and of the Common Property (The issuance and amendment of architectural standards, procedures, rules, and regulations or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this subsection.);

(d) fail to maintain insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Property losses for other than the repair, replacement, or reconstruction of such property.

Nothing contained in this Section 2 shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration for any of the acts set out in this Section 2.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 4. Notice to Association. Upon request, each Lot Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

Section 5. Amendments by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 6. VA/HUD Approval. As long as the Declarant has an option unilaterally to subject property to this Declaration as provided in Article IX, the following actions shall require the prior approval of the Veterans Administration ("VA") so long as the VA is guaranteeing any Mortgage in the Community, and the Department of Housing and Urban Development ("HUD") so long as HUD is insuring any Mortgage in the Community: annexation of additional property to the Community, except for annexation by Declarant in accordance with Article IX, Section 1 hereof pursuant to a plan of annexation previously approved by the VA and HUD; dedication of Common Property to any public entity; and material amendment of the Declaration, By-Laws or Articles of Incorporation.

Section 7. Applicability of Article X. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Alabama law for any of the acts set out in this Article.

Section 8. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

Article XI Easements

Section 1. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion or portions of the Common Property adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Property or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall easements for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant, or the Association.

Section 2. Easements for Use and Enjoyment.

(a) Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his Lot, subject to the following provisions:

(i) The right of the Association to charge reasonable

admission and other fees for the use of any portion of the Common Property, to limit the number of guests of Lot Owners and tenants who may use the Common Property, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated time by an Owner, his family, tenants, guests, and invitees;

(ii) the right of the Association to suspend the voting rights of a Lot Owner and the right of an Owner to use the recreational facilities available for use by the Community, if any, for any period during which any assessment against his Lot which is hereby provided for remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, By-Laws, or rules and regulations;

(iii) the right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interest, options, easements and privileges herein reserved or established for the benefit of Declarant, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other property located within the Community (any provision in the Declaration or in any such Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other property located within the Community); and

(iv) the right of the Association to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least a Majority of the Association vote present, or represented by proxy, at a meeting duly called for such purpose and by the Declarant (so long as the Declarant has an option unilaterally to

subject additional property to this Declaration as provided in Article IX hereof).

(b) Any Lot Owner may delegate his right of use and enjoyment in and to the Common Property and facilities located thereon to the members of his family, his tenants and guests and shall be deemed to have made a delegation of all such rights to the occupants of such owner's Lot, if leased.

Section 3. Easements for Utilities. There is hereby reserved to the Declarant and the Association blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Declarant or the Association might decide to have installed to serve the Community. It shall be expressly permissible for the Declarant, the Association, or the designee of either, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

Section 4. Easement for Entry. In addition to the right of the Board to exercise self-help as provided in Article XII, Section 2, hereof, the Board shall have the right, but shall not be obligated, to enter upon any property within the Community for emergency, security, and safety, which right may be exercised by the manager, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. It is intended that this right of entry shall include (and this right of entry shall include) the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard in the event an Owner or occupant fails or refuses to cure the condition upon request by the Board.

Section 5. Easement for Maintenance. Declarant hereby expressly reserves a perpetual easement for the benefit of the Association across such portions of the Community, determined in the sole discretion of the Association, as are necessary to allow for the maintenance required under Article V. Such maintenance shall be performed with a minimum of interference to

the quiet enjoyment to Owners property reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 6. Easement for Lake Maintenance. Declarant hereby expressly reserves a perpetual easement for the benefit of Declarant and its successors and assigns, across such portions of the Community, determined in the sole discretion of Declarant (or its successors and assigns), as are necessary to allow for the maintenance of a lake(s), lakebed(s) and shoreline(s), if any, which are within the Community or which are made available for the use and enjoyment of Owners and Occupants within the Community. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment of property adjacent to the lake(s), reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. In order to allow the exercise of the rights created pursuant to this easement, no tree or structure may be placed within fifteen (15) feet of the line formed by the highest normal pool elevation of any lake without the prior written approval of the Board or its designee.

Section 7. Easement for Property Maintenance Along Lake. Every Owner of a Lot whose rear property line abuts a lake shall have a right and easement of access to that property located between a lake and the property line of such Owner as needed to perform the maintenance required under Article V.

Article XII General Provisions

Section 1. Enforcement. Each Owner an Occupant shall comply strictly with the By-Laws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed to his or her Lot, if any. The Board of Directors may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the By-Laws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of violation of the Declaration, By-Laws, rules and assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

Section 2. Self-Help. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot or any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the By-Laws, the rules and regulations, or the use restrictions. Unless an emergency situation exists, the Board shall give the violating Lot Owner ten (10) days' written notice of its intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after reasonable notice. All costs of self-help, including reasonable attorney's fees actually incurred shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments.

Section 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent permitted by law; provided, however, should any provision of Alabama law now or hereafter limit the period during which covenants restricting lands to certain uses may run, any provision of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time any such provisions shall be automatically extended for successive periods of ten (10) years, unless such extension is disapproved by the affirmative vote or written consent, or any combination thereof, of at least two-thirds (2/3) of the total Association vote and the consent of Declarant (so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IX hereof). A written instrument reflecting disapproval must be recorded within the year immediately preceding the beginning of a ten (10) year renewal period. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance thereof, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 4. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable

such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing. Further, so long as Declarant has the right unilaterally to subject additional property to this Declaration as provided in Article IX hereof, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot Owner hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of a least two-thirds (2/3) of the total Association vote and the consent of the Declarant (so long as Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IX hereof). Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein. No provision of this Declaration which reserves or grants special rights to the Declarant shall be amended without the Declarant's prior written approval so long as the Declarant owns any property in the Community, or subject to annexation to the Community, primarily for development and/or sale.

Section 5. Partition. The Common Property shall remain undivided, and no Lot Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community and without the written consent of all holders of all Mortgages encumbering any portion of the property, including, but not necessarily limited to, the Lots located within the Community.

Section 6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 7. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 8. Captions. The captions of each Article and

Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 9. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, thence such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 10. Indemnification. The Association shall indemnify every officer and Director against any and all expenses, including attorney's fees, imposed upon or reasonably incurred by any officer or Director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or Director. The officers and Directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or Directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director, or former officer or Director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

Section 11. Construction and Sale Period. Notwithstanding any provisions contained in this Declaration, the By-Laws, Articles of Incorporation, use restrictions, rules and regulations, design guidelines, and any amendments thereto, until Declarant's right unilaterally to subject property to this Declaration as provided in Article IX terminates, it shall be expressly permissible for Declarant and any builder or developer approved by Declarant to maintain and carry on, upon such portion of the Community as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant and such builder's or developer's development, construction, and sales activities related to property described on Exhibit "B" and Exhibit "C" to this Declaration, including, but without limitation: the right of access, ingress and egress for

vehicular and pedestrian traffic over, under, on or in the Community; the right to tie into any portion of the Community with driveways, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; the right to carry on sales and promotional activities in the Community; and the right to construct and operate business offices, signs, construction trailers, model residences, and sales offices. Declarant and any such builder or developer may use residences, offices, or other buildings owned or leased by Declarant or such builder or developer as model residences and sales offices and may also use recreational facilities available for use by the Community as a sales office without charge. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. This Section shall not be amended without the Declarant's express written consent so long as the Declarant owns any property in the Community, or subject to annexation to the Community, primarily for development and/or sale. It is expressly understood that Declarant shall construct on Lot 5, Block 2, Phase 2, a well landscaped and designed metal building for the purpose of storing Declarants or Declarants representatives or agents - machinery, vehicles and supplies. This metal building and its purpose are hereby expressly permitted, all other provisions set out hereunder notwithstanding.

Section 12. Contracts Executed During Declarant Control. All contracts or leases executed by or on behalf of the Association during the period in which the Declarant has the right to appoint the Directors and officers of the Association under the By-Laws shall contain a termination clause permitting the Association to terminate the contract or lease at any time, without cause and without penalty, upon no more that ninety (90) days' written notice.

Section 13. Books and Records.

(a) Inspection by Members and Mortgagees. This Declaration, the By-Laws, copies of rules and use restrictions, membership register, books of account, and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by any member of the Association or by his duly appointed representative and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to his or her interest as a member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other

reasonable place as the Board shall prescribe.

(b) Rules for Inspection. The board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extra copies of documents at the reasonable expense of the Association.

Section 14. Financial Review. A review of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide; provided, however, after having received the Board's reviewed financial statement at the annual meeting, by a Majority of the Association vote present, or represented by proxy, the Owners may require that the accounts of the Association be audited as a common expense by a public accountant. Upon written request of any institutional holder of a first Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of an audited financial statement within ninety (90) days of the date of the request.

Section 15. Notice of Sale or Lease. In the event an Owner sells or leases his or her Lot, the Owner shall give to the Association, in writing, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require.

Section 16. Agreements. Subject to the prior approval of Declarant (so long as the Declarant has an option to unilaterally subject additional property to this Declaration as provided in Article IX above) all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

Section 17. Implied Rights. The Association may exercise

IN WITNESS WHEREOF, the undersigned, being the duly appointed officers of Declarant herein, have executed this instrument and affixed the corporate seal this 7th day of February, 1995.

MT. CARMEL ESTATES, INC.

BY: Chuck Sisco
CHUCK SISCO
TITLE: PRESIDENT

ATTEST: J. David Webb
TITLE: Sec.

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a notary public in and for said county in said state, hereby certify that CHUCK SISCO, whose name as PRESIDENT, of Mt. Carmel Estates Inc., An Alabama 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 7th day of February, 1995.

J. David Webb
Notary Public

My commission expires: 9-29-96

any right or privilege given to it expressly by this Declaration, the By-Laws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege give to it therein or reasonably necessary to effectuate any such right or privilege.

Section 18. Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the By-Laws and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

EXHIBIT "A"

DEFINITIONS

The following words, when used in this Declaration or in any Supplementary Declaration (unless the context shall prohibit), shall have the following meanings:

(a) "Association" shall mean Mt. Carmel Estates Homeowners Association, Inc., a nonprofit Alabama corporation, its successors and assigns. The "Board of Directors" or "Board" of the Association shall be the appointed or elected body, as applicable, having its normal meaning under Alabama Corporate law.

(b) "By-Laws" shall refer to the By-Laws of Mt. Carmel Estates Homeowners Association, Inc., attached to this Declaration as Exhibit "D" and incorporated herein by this reference.

(c) "Common Property" shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

(d) "Community" shall mean and refer to that certain real property and interests therein described in Exhibit "B", attached hereto, and (i) such additions thereto as may be made by Declarant (or its Mortgagee or transferee, as provided in the Declaration) by Supplementary Declaration of all or any portion of the real property described in Exhibit "C", attached hereto; and (ii) such additions thereto as may be made by the Association by Supplementary Declaration of other real property.

(e) "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association. Such determination, however, must be consistent with the Community-Wide Standard originally established by the Declarant.

(f) "Declarant" shall mean and refer to Mt. Carmel Estates, Inc., an Alabama corporation, and its successors-in-title and assigns, provided any such successor-in-title or assign shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the real property described in Exhibit "B", attached hereto, or in Exhibit "C", attached hereto, and provided further, in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as the "Declarant" hereunder by the

grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance; provided, further, upon such designation of such successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the property described in Exhibit "B", attached hereto, and in Exhibit "C", attached hereto, which is now or hereafter subjected to this Declaration, there shall be only one (1) "Declarant" hereunder at any one point in time.

(g) "Lot" shall mean any plat of land within the Community, whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, a single-family dwelling site as shown on a plat recorded or to be recorded in the land records of the county where the Community is located. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Property, which shall include, without limitation, membership in the Association.

(h) "Majority" means those eligible votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total eligible number.

(i) "Mortgage" means any mortgage, deed of trust, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

(j) "Mortgagee" shall mean the holder of a Mortgage.

(k) "Occupant" shall mean any Person occupying all or any portion of a residence or other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

(l) "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

(m) "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

(n) "Supplementary Declaration" means an amendment or supplement to this Declaration which subjects additional property to this Declaration or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.

EXHIBIT "B"

Property Submitted

Lots 1 thru 11, Block 1 and Lots 1 thru 33, Block 2; of Mt. Carmel Estates, Phase 2, as recorded in Plat Book 31, Page 66, in the Office of the Judge of Probate of Madison County, Alabama.

And;

Lots 1 & 2, Block 3, and Lot 1, Block 4, of Mt. Carmel Estates, Phase 2, as recorded in Plat Book 31, Page 66, in the Office of the Judge of Probate of Madison County, Alabama.

And TRACT I;

ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 EAST, OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA.

PARTICULARLY DESCRIBED AS COMMENCING AT THE CENTER OF THE NORTH BOUNDARY OF SAID SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 EAST; THENCE SOUTH 72 DEGREES 01 MINUTES 50 SECONDS EAST 63.03 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 12 SECONDS WEST 2450.53 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 08 SECONDS WEST 705.59 FEET; THENCE NORTH 67 DEGREES 31 MINUTES 00 SECONDS EAST 216.72 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 08 SECONDS WEST 645.02 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 32 SECONDS EAST 266.21 FEET TO THE POINT OF BEGINNING; SAID POINT IS FURTHER DESCRIBED AS BEING THE P.C. OF A CURVE ON THE NORTH RIGHT-OF-WAY MARGIN OF MT. CARMEL DRIVE; THENCE FROM THE POINT OF BEGINNING, AROUND A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 44 DEGREES 36 MINUTES 42 SECONDS WEST 35.22 FEET TO THE EAST RIGHT-OF-WAY MARGIN OF WHIPPOORWILL DRIVE; THENCE ALONG SAID EAST MARGIN NORTH 00 DEGREES 10 MINUTES 09 SECONDS EAST 125.19 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 51 SECONDS EAST 180.00 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 09 SECONDS WEST 150.36 FEET TO THE NORTH MARGIN OF SAID MT. CARMEL ROAD; THENCE AROUND A CURVE TO THE RIGHT, HAVING A RADIUS OF 1969.89 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 89 DEGREES 41 MINUTES 19 SECONDS WEST 63.20 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 32 SECONDS WEST 92.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.619 ACRES, MORE OR LESS.

SUBJECT TO: EASEMENTS AND RESTRICTIONS OF RECORD.

And TRACT II;

ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA.

PARTICULARLY DESCRIBED AS COMMENCING AT THE CENTER OF THE NORTH BOUNDARY OF SAID SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 EAST; THENCE SOUTH 72 DEGREES 01 MINUTES 50 SECONDS EAST 63.03 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 12 SECONDS WEST 2450.53 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 08 SECONDS WEST 705.59 FEET; THENCE NORTH 67 DEGREES 31 MINUTES 00 SECONDS EAST 825.01 FEET; THENCE SOUTH 22 DEGREES 11 MINUTES 49 SECONDS EAST 636.20 FEET; THENCE NORTH 67 DEGREES 48 MINUTES 11 SECONDS EAST 30.00 FEET; THENCE SOUTH 25 DEGREES 22 MINUTES 07 SECONDS EAST 76.27 FEET TO THE POINT OF BEGINNING; SAID POINT IS FURTHER DESCRIBED AS BEING ON THE EASTERLY RIGHT-OF-WAY MARGIN OF GRANGER LANE; THENCE FROM THE POINT OF BEGINNING NORTH 67 DEGREES 48 MINUTES 11 SECONDS EAST 279.91 FEET; THENCE SOUTH 22 DEGREES 11 MINUTES 49 SECONDS EAST 180.00 FEET TO THE NORTHERLY RIGHT-OF-WAY MARGIN OF MT. CARMEL ROAD; THENCE ALONG SAID MARGIN SOUTH 67 DEGREES 48 MINUTES 11 SECONDS WEST 74.13 FEET TO THE P.C. OF A CURVE; THENCE AROUND A CURVE TO THE RIGHT, HAVING A RADIUS OF 1969.89 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 69 DEGREES 57 MINUTES 47 SECONDS WEST 148.49 FEET TO THE P.C. OF A CURVE; THENCE AROUND A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 73 DEGREES 22 MINUTES 54 SECONDS WEST 28.14 FEET TO THE EASTERLY RIGHT-OF-WAY MARGIN OF GRANGER LANE; THENCE ALONG SAID EASTERLY MARGIN NORTH 39 DEGREES 08 MINUTES 01 SECONDS WEST 33.59 FEET TO THE P.C. OF A CURVE; THENCE AROUND A CURVE TO THE RIGHT, HAVING A RADIUS OF 689.24 FEET, A CHORD BEARING AND DISTANCE OF NORTH 33 DEGREES 50 MINUTES 13 SECONDS WEST 127.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.073 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT "C"

ALL THAT PART OF SECTION 1, THE SOUTHEAST QUARTER OF SECTION 2, AND THE NORTHEAST QUARTER OF SECTION 11 AND THE NORTHWEST QUARTER OF SECTION 12 ALL IN TOWNSHIP 3 SOUTH RANGE 1 EAST, MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE QUARTER SECTION LINE 9.00 CHAINS EAST FROM THE CENTER OF SECTION 11, TOWNSHIP 3, RANGE 1 EAST; THENCE NORTH 60.60 CHAINS TO THE CENTER OF THE OLD BELL FACTORY ROAD; THENCE ALONG THE CENTER OF SAID ROAD NORTH 67 DEGREES EAST 63.50 CHAINS TO AN ANGLE IN SAID ROAD; THENCE CONTINUE IN SAID ROAD SOUTH 86 1/4 DEGREES EAST 16 CHAINS TO THE CENTER OF FLINT RIVER; THENCE DOWN THE CENTER OF FLINT RIVER AS IT MEANDERS AS FOLLOWS: SOUTH 11 1/4 DEGREES EAST 8.91 CHAINS; SOUTH 7 3/4 DEGREES WEST 20.07 CHAINS; SOUTH 21 3/4 DEGREES WEST 7.69 CHAINS; SOUTH 41 1/4 DEGREES WEST 1.60 CHAINS TO THE INTERSECTION OF THE CENTER OF SAID RIVER WITH THE NORTH AND SOUTH QUARTER SECTION LINE OF SECTION 1, WHICH POINT IS 32.15 CHAINS SOUTH FROM THE CENTER OF SAID SECTION 1, THENCE CONTINUE SOUTH ON SAID LINE 8.07 CHAINS TO THE CENTER OF THE SOUTH BOUNDARY OF SAID SECTION; THENCE WITH THE SECTION LINE WEST 7.15 CHAINS TO THE CENTER OF FLINT RIVER; THENCE DOWN SAID RIVER AS IT MEANDERS AS FOLLOWS: SOUTH 33 1/2 DEGREES WEST 32.50 CHAINS; SOUTH 83 DEGREES WEST 14.60 CHAINS TO THE INTERSECTION OF THE CENTER OF SAID RIVER WITH THE WEST BOUNDARY OF SECTION 12, WHICH POINT IS 29.25 CHAINS SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION; THENCE WITH THE SECTION LINE SOUTH 10.98 CHAINS TO THE CENTER OF THE WEST BOUNDARY OF SAID SECTION 12; THENCE ALONG THE QUARTER SECTION WEST 31.50 CHAINS TO THE SOUTHEAST CORNER OF LANDS FORMERLY OWNED BY SAMUEL DOUGLASS, WHICH IS THE POINT OF BEGINNING AND CONTAINING A TOTAL AREA IN ALL OF THE LANDS ABOVE DESCRIBED OF 454.49 ACRES, EXCEPTING THEREFROM: A TRACT IN THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, CONTAINING 2 ACRES, WHICH WAS SOLD BY JOHN L. FARRIS TO DR. WILLIAM F. JORDAN, MARCH 1, 1883, AS OF RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, IN DEED BOOK KKK, PAGE 360, LEAVING A NET AREA OF 452.49 ACRES, MORE OR LESS.

AND ALSO:

A TRACT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2, AND THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA, LYING ADJACENT TO AND IMMEDIATELY WEST OF THE ABOVE DESCRIBED TRACT WHICH IS PARTICULARLY DESCRIBED AS BEGINNING AT A STAKE IN THE CENTER OF SECTION 11, TOWNSHIP 3, RANGE 1 EAST; THENCE EAST 9 CHAINS TO A STAKE; THENCE NORTH 60 CHAINS IN THE CENTER OF THE OLD BELL FACTORY ROAD; THENCE SOUTH 71 DEGREES WEST ALONG THE CENTER LINE OF SAID OLD BELL FACTORY ROAD 9.85 CHAINS TO A POINT ON THE WEST BOUNDARY OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 EAST, THENCE SOUTH ALONG THE WEST BOUNDARY OF THE SOUTHEAST QUARTER OF SAID SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 EAST AND ALONG THE WEST BOUNDARY OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3

SOUTH, RANGE 1 EAST, 56.1 CHAINS, MORE OR LESS, TO THE PLACE OF BEGINNING AND CONTAINING 52.75 ACRES MORE OR LESS.

THE ABOVE DESCRIBED TRACTS CONTAIN A NET AREA IN THE AGGREGATE OF 505.24 ACRES, AND ARE THE SAME LANDS AS CONVEYED IN TRACT 1 AND TRACT 2 OF THE DESCRIPTION CONTAINED IN A DEED FROM AUGUSTINE W. WHITE, JR. ET AL, TO JAMES M. WHITE ON THE 10TH DAY OF MAY, 1956, WHICH INSTRUMENT IS OF RECORD IN DEED BOOK 235, PAGE 306, IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA. LESS AND EXCEPT THE FOLLOWING: ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 1 AND THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA; PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH MARGIN OF OLD BELL FACTORY ROAD; SAID POINT BEING LOCATED SOUTH 0 DEGREES 50 MINUTES EAST 217.0 FEET, NORTH 67 DEGREES 00 MINUTES EAST 2390.2 FEET AND SOUTH 4 DEGREES 05 MINUTES EAST 44.03 FEET FROM THE CENTER OF THE WEST BOUNDARY OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE FROM THE PLACE OF BEGINNING NORTH 67 DEGREES 00 MINUTES EAST ALONG THE SOUTH MARGIN OF OLD BELL FACTORY ROAD A DISTANCE OF 565.3 FEET; THENCE SOUTH 4 DEGREES 05 MINUTES EAST 855.3 FEET; THENCE SOUTH 85 DEGREES 55 MINUTES WEST 534.77 FEET; THENCE NORTH 4 DEGREES 05 MINUTES WEST 672.0 FEET TO THE PLACE OF BEGINNING AND CONTAINING 9.37 ACRES, MORE OR LESS.

AND ALSO:

LOTS 1, 2, 3, 4, AND 5, OF THE PLAT OF BALCH ESTATES, PLAT BOOK 22, PAGE 65, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

AND ALSO:

LESS AND EXCEPT THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 EAST, LYING SOUTH AND EAST OF FLINT RIVER, CONTAINING 2 ACRES, MORE OR LESS, AND THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, LYING SOUTH AND EAST OF FLINT RIVER NOT HEREINABOVE EXCEPTED, CONTAINING 3 ACRES, MORE OR LESS.

AND ALSO:

LESS AND EXCEPT: ALL THAT PART OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT THAT IS LOCATED NORTH 0 DEGREES 20 MINUTES 05 SECONDS EAST 109.70 FEET AND DUE EAST 40.00 FEET FROM THE CENTER OF THE SOUTH BOUNDARY OF SAID SECTION 2, SAID POINT OF BEGINNING IS FURTHER DESCRIBED AS BEING ON THE EAST RIGHT-OF-WAY OF HOMER NANCE ROAD; THENCE ALONG THE EAST RIGHT-OF-WAY OF SAID HOMER NANCE ROAD NORTH 00 DEGREES 20 MINUTES 05 SECONDS EAST 205.00 FEET AND NORTH 00 DEGREES 25 MINUTES 07 SECONDS WEST 205.00 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY OF HOMER NANCE ROAD THE FOLLOWING BEARINGS AND

DISTANCES, NORTH 86 DEGREES 16 MINUTES 16 SECONDS EAST 108.67 FEET, NORTH 53 DEGREES 18 MINUTES 40 SECONDS EAST 397.47 FEET, NORTH 82 DEGREES 49 MINUTES 10 SECONDS EAST 182.07 FEET, NORTH 85 DEGREES 57 MINUTES 29 SECONDS EAST 530.00 FEET, SOUTH 04 DEGREES 02 MINUTES 31 SECONDS EAST 410.00 FEET, SOUTH 85 DEGREES 57 MINUTES 29 SECONDS WEST 550.00 FEET, SOUTH 51 DEGREES 50 MINUTES 24 SECONDS WEST 370.38 FEET, SOUTH 00 DEGREES 20 MINUTES 05 SECONDS WEST 38.06 FEET AND DUE WEST 325.00 FEET TO THE POINT OF TRUE BEGINNING AND CONTAINING 11.8701 ACCRES, MORE OR LESS.

AND ALSO:

LESS AND EXCEPT: ALL THAT PART OF SECTION 2 AND SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT THAT IS LOCATED NORTH 00 DEGREES 20 MINUTES 05 SECONDS EAST 109.70 FEET FROM THE CENTER OF THE SOUTH BOUNDARY OF SAID SECTION 2, AND THE CENTER OF THE NORTH BOUNDARY OF SAID SECTION 11. THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 365.00 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 05 SECONDS EAST 38.06 FEET; THENCE NORTH 51 DEGREES 50 MINUTES 24 SECONDS EAST 370.38 FEET; THENCE NORTH 87 DEGREES 57 MINUTES 29 SECONDS EAST 550.00 FEET; THENCE SOUTH 04 DEGREES 02 MINUTES 31 SECONDS EAST 410.00 FEET; THENCE 87 DEGREES 57 MINUTES 29 SECONDS WEST 390.00 FEET; THENCE SOUTH 51 DEGREES 50 MINUTES 24 SECONDS WEST 345.74 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 270.44 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 05 SECONDS EAST 20.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 305.00 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 05 SECONDS EAST 330.00 FEET TO THE POINT OF TRUE BEGINNING AND CONTAINING 11.71 ACRES, MORE OR LESS.

AND ALSO:

LESS AND EXCEPT: ALL THAT PART OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A POINT WHICH IS LOCATED SOUTH 00 DEGREES 20 MINUTES 05 SECONDS WEST 220.30 FEET; AND DUE EAST 40.00 FEET FROM THE CENTER OF THE NORTH BOUNDARY OF SAID SECTION 11. THENCE SOUTH 90 DEGREES EAST 265.00 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES WEST 20.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 270.44 FEET; THENCE NORTH 51 DEGREES 50 MINUTES 24 SECONDS EAST 345.74 FEET; THENCE NORTH 87 DEGREES 57 MINUTES 29 SECONDS EAST 390.00 FEET; THENCE SOUTH 04 DEGREES 02 MINUTES 32 SECONDS EAST 410.00 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES 29 SECONDS WEST 270.28 FEET; THENCE SOUTH 51 DEGREES 50 MINUTES 24 SECONDS WEST 321.91 FEET; THENCE NORTH 90 DEGREES WEST 321.90 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 05 SECONDS EAST 410.00 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 11.92 ACRES, MORE OR LESS.

AND ALSO:

LESS AND EXCEPT: ALL THAT PART OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA, MORE PARTICULARLY

DESCRIBED AS BEGINNING AT A POINT WHICH IS LOCATED NORTH 00 DEGREES 20 MINUTES 05 SECONDS EAST 109.70 FEET, AND DUE EAST 40.00 FEET, NORTH 00 DEGREES 20 MINUTES 05 SECONDS EAST 205.00 FEET AND NORTH 00 DEGREES 25 MINUTES 07 SECONDS WEST 205.00 FEET FROM THE CENTER OF THE SOUTH BOUNDARY OF SAID SECTION 2, SAID POINT OF BEGINNING IS FURTHER DESCRIBED AS BEING THE NORTHWEST CORNER OF LOT 18, BLOCK 1 OF THE PLAT OF HORACE HEIGHTS SUBDIVISION AS RECORDED IN PLAT BOOK 16, PAGE 56, PROBATE RECORDS OF MADISON COUNTY, ALABAMA, THENCE DUE WEST 40.00 FEET TO A POINT ON THE QUARTER SECTION LINE AND IN HOMER NANCE ROAD; THENCE ALONG THE QUARTER SECTION LINE AND ALONG HOMER NANCE ROAD, NORTH 00 DEGREES 25 MINUTES 07 SECONDS WEST 542.00 FEET TO A POINT IN THE CENTER OF MT. CARMEL (OLD BELL FACTORY) ROAD EXTENDED; THENCE ALONG MT. CARMEL (OLD BELL FACTORY) ROAD, NORTH 67 DEGREES 46 MINUTES 19 SECONDS EAST 1653.46 FEET; THENCE LEAVING THE CENTER OF SAID ROAD, SOUTH 04 DEGREES 02 MINUTES 32 SECONDS EAST 1877.66 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 28 SECONDS WEST 410.77 FEET TO A POINT ON THE EAST BOUNDARY OF HORACE HEIGHTS SUBDIVISION PHASE III, AS RECORDED IN PLAT BOOK 18, PAGE 15, MADISON COUNTY PROBATE RECORDS; THENCE NORTH 04 DEGREES 02 MINUTES 32 SECONDS WEST 1019.19 FEET TO THE NORTHEAST CORNER OF HORACE HEIGHTS SUBDIVISION, AS RECORDED IN PLAT BOOK 16, PAGE 56, MADISON COUNTY PROBATE RECORDS; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID SUBDIVISION THE FOLLOWING BEARINGS AND DISTANCES SOUTH 85 DEGREES 57 MINUTES 29 SECONDS WEST 530.00 FEET, SOUTH 82 DEGREES 49 MINUTES 10 SECONDS WEST 182.07 FEET, SOUTH 53 DEGREES 18 MINUTES 42 SECONDS WEST 397.46 FEET, AND SOUTH 86 DEGREES 16 MINUTES 10 SECONDS WEST 108.66 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 32.18 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO A RIGHT-OF-WAY ALONG HOMER NANCE ROAD AND MT. CARMEL ROAD.

AND ALSO:

LESS AND EXCEPT: ALL OF THAT PART OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A POINT THAT IS LOCATED AT THE CENTER OF THE NORTH BOUNDARY OF SAID SECTION 11. SAID POINT IS FURTHER DESCRIBED AS BEING A RAILROAD SPIKE LOCATED WITHIN HOMER NANCE ROAD. THENCE ALONG SAID ROADWAY SOUTH 00 DEGREES 05 MINUTES 31 SECONDS WEST (RECORD = SOUTH 00 DEGREES 20 MINUTES 05 SECONDS WEST) 630.03 FEET TO AN IRON PIN SET AND THE POINT OF TRUE BEGINNING OF THE TRACT HEREIN DESCRIBED.

THENCE FROM THE POINT OF TRUE BEGINNING ALONG THE NORTH-SOUTH QUARTER SECTION LINE AND ALONG SAID ROADWAY SOUTH 00 DEGREES 05 MINUTES 31 SECONDS WEST, PASSING THROUGH AN AXLE CORNER AT A DISTANCE 504.65 A DISTANCE OF 1250.00 FEET TO A PIN SET; THENCE LEAVING SAID QUARTER SECTION LINE AND SAID ROADWAY DUE EAST 1380.34 FEET TO AN IRON PIN; THENCE NORTH 04 DEGREES 33 MINUTES 47 SECONDS WEST 1463.19 FEET TO A CONCRETE MARKER FOUND AT THE SOUTHEAST CORNER HORACE HEIGHTS PHASE III (PLAT BOOK 18, PAGE 15; THENCE ALONG THE SOUTH BOUNDARY OF SAID HORACE HEIGHTS PHASE

III AS FOLLOWS: SOUTH 87 DEGREES 57 MINUTES 04 SECONDS WEST 270.25 FEET, SOUTH 51 DEGREES 50 MINUTES 57 SECONDS WEST 321.97 FEET AND DUE WEST 738.64 FEET TO THE POINT OF TRUE BEGINNING AND CONTAINING 40.00 ACRES, MORE OR LESS. SAID PROPERTY IS SUBJECT TO ALL THAT PART OF A RIGHT-OF-WAY FOR HOMER NANCE ROAD LYING EAST OF, PARALLEL WITH AND ADJACENT TO THE WEST BOUNDARY HEREIN DESCRIBED (NORTH-SOUTH QUARTER SECTION LINE).

EXHIBIT "D"

BY-LAWS

OF

MT. CARMEL ESTATES HOMEOWNERS ASSOCIATION, INC.

Wolfe, Jones & Boswell
Attorneys-at-Law
905 Bob Wallace Avenue Ste. 100
Huntsville, Alabama 35801

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BY-LAWS
OF
MT. CARMEL ESTATES HOMEOWNERS ASSOCIATION, INC.

Article I
Name, Membership, Applicability, and Definitions

Section 1. Name. The name of the Association shall be Mt. Carmel Estates Homeowners Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Membership. The Association shall have one class of membership, as is more fully set forth in that Declaration of Protective Covenants for Mt. Carmel Estates, (such Declaration, as amended, renewed, or extended from time to time is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated by reference herein.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

Article II
Association: Meetings, Quorum, Voting, Proxies

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors, either in the Community or as convenient thereto as possible and practical.

Section 2. First Meeting and Annual Meetings. An annual or special meeting shall be held within one (1) year from the date the Declaration is recorded. Annual meetings shall be set by the Board so as to occur no later than sixty (60) days after the close of the Association's fiscal year. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday (excluding Saturday and Sunday).

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a Majority of the Board of Directors or upon a petition signed by Owners holding at least twenty-five (25%) percent of the total Association vote. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of

the Secretary to mail or to cause to be delivered to the Owner of record of each Lot a notice of each annual or special meeting of the Association stating the purpose of the special meeting, as well as the time and place where it is to be held. If an Owner wishes notice to be given at an address other than his or her Lot, he or she shall have designated by notice in writing to the Secretary such other address. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than thirty (30) days before a meeting.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

Section 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a Majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Voting. The voting rights of the members shall be as set forth in the Declaration, and such voting rights are specifically incorporated herein.

Section 8. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, dated and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Lot, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 9. Quorum. The presence, in person or by proxy, of Owners holding at least twenty-five (25%) percent of the total eligible Association vote shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Article III
Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a board of Directors. Except as provided in Section 2 of this Article, the Directors must reside in the Community and shall be members or spouses of such members; provided, however, no Person and his or her spouse may serve on the Board at the same time.

Section 2. Directors Appointed by Declarant. Declarant shall have the right to appoint or remove any member or members of the board of Directors or any officer or officers of the Association until such time as the first of the following events shall occur: (a) the expiration of ten (10) years after the date of the recording of the Declaration; (b) the surrender by Declarant in writing of the authority to appoint and remove Directors and officers of the Association. Each Owner, by acceptance of a deed to or other conveyance of a Lot, vests in Declarant such authority to appoint and remove Directors and officers of the Association. The Directors selected by the Declarant need not be Owners or residents in the Community. The names of the initial Directors selected by the Declarant are set forth in the Articles of Incorporation of the Association.

Section 3. Number of Directors. The Board shall consist of three (3) members.

Section 4. Nomination of Directors. Elected Directors shall be nominated from the floor and may also be nominated by a Nominating Committee, if such a committee is established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

Section 5. Election and Term of Office. Not later than thirty (30) days after termination of the Declarant's right to appoint Directors and officers as described in Section 2 of this Article, the Association shall call a meeting to be held at which Owners shall elect three (3) Directors. The term of two (2) Directors shall expire two (2) years after the first annual meeting following termination of the Declarant's right to appoint directors, and the term of one (1) Director shall expire one (1) year after such annual meeting. At the expiration of the first term of office of each member of the initial Board of Directors, a successor shall be elected to serve for a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

At each annual meeting of the membership thereafter, Directors shall be elected to succeed those Directors whose

terms are expiring. All eligible members of the Association shall vote on all Directors to be elected, and the candidate(s) receiving the most votes shall be elected.

Section 6. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by a Majority of the total Association vote and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed by the Owners shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than twenty (20) days may be removed by a Majority vote of the Directors at a meeting, a quorum being present. This Section shall not apply to Directors appointed by Declaration.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a Director by vote of the Association, shall be filled by a vote of the Majority of the remaining Directors, even though less than a quorum, at any meeting of the Board of Directors. Each Director so selected shall serve the unexpired portion of the term of his predecessor.

B. Meetings

Section 8. Organization Meetings. The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a Majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of the regular schedule shall constitute sufficient notice of such meetings.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when requested by the president, Vice President or by any two (2) Directors. The notice shall specify the time and place of the meeting and nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a Person at the Director's home or office who would reasonable be expected to communicate such notice promptly to the Director; or (d) by telegram, charges prepaid. All such notices shall be given or sent to the

Director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph company shall be given at least forty-eight (48) hours before the time set for the meeting.

Section 11. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a Majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, withstanding the withdrawal of Directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting cannot be held because a quorum is not present, a Majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time that the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by a Majority of the Owners.

Section 14. Open Meetings. All meetings of the Board shall be open to all members, but members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

Section 15. Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 16. Action Without A Formal Meeting. Any action

to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

Section 17. Telephonic Participation. One or more directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communication equipment by means of which all persons participating in the meeting can hear each other at the same time, and those directors so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a regular meeting of the Board.

C. Powers and Duties.

Section 18. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all or the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the common expenses;

(b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;

(c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(f) making and amending use restrictions and rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it, and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(j) paying the costs of all services rendered to the Association or its members which are not directly chargeable to Owners;

(k) keeping books with detailed accounts of the receipts and expenditures affecting the association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred; and

(l) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominiums, or other associations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

Section 19. Management Agent. The board of Directors may employ for the association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. the Declarant or an affiliate of the Declarant may be employed as managing agent or manager. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party, without cause and without penalty, upon ninety (90) days written notice.

Section 20. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Property and facilities without the approval of the members of the Association; provided, however, the board shall obtain membership approval in the same manner as for special assessments, in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed Ten Thousand (\$10,000.00) Dollars outstanding debt at any one time.

Section 21. Fining Procedure. The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Notice. Written notice shall be served upon the

violator specifying:

- (i) The nature of the violation and the fine imposed;
- (ii) that the violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine imposed;
- (iii) the name, address, and telephone number of a person to contact to challenge the fine;
- (iv) that any statements, evidence, and witnesses may be produced by the violator at the hearing; and
- (v) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice.

(b) Hearing. If a hearing is requested, it shall be held before the board in executive session, and the violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.

Article IV Officers

Section 1. Officers. The officers of the Association shall be a President, vice President, and Secretary/Treasurer. All officers shall be elected from among the members of the Board of Directors.

Section 2. Election, Term of Office, and Vacancies. Except during the period in which the Declarant has the right to appoint the officers of the Association under Article III, Section 2 of these By-Laws, the officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the members. a Vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby.

Section 4. President. The President shall be the chief executive officer of the association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Alabama Nonprofit Corporation Code.

Section 5. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 6. Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the board of Directors may direct and shall, in general, perform all duties incident to the office of the secretary/treasurer of a corporation organized in accordance with Alabama law. The Secretary/Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors.

Section 7. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Article V Committees

Committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Article VI Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be determined by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Roberts Rules of Order (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Alabama law, the Articles of Incorporation, the Declaration, these By-Laws, or a ruling made by the Person presiding over the proceeding.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Alabama law, the Articles of incorporation, the Declaration, and these by-Laws, the provisions of Alabama law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 4. Amendment. The provisions of the Declaration applicable to amendment of that instrument shall apply to any amendment to these By-Laws; provided, however, that VA and HUD shall have the right to veto amendments to these By-Laws for as long as the Declarant has the right to appoint directors and officers of the Association under Article III, Section 2 of these By-Laws.

STATE OF ALABAMA)
COUNTY OF MADISON) IN THE OFFICE OF THE JUDGE OF PROBATE

CERTIFICATE OF INCORPORATION

OF

MT. CARMEL ESTATES HOMEOWNERS ASSOCIATION, INC.

I, the undersigned, Judge of Probate, Madison County, Alabama, hereby certify that Articles of Incorporation of the incorporation of Mt. Carmel Estates Homeowners Association, Inc., duly signed, pursuant to the provisions of the *Code of Alabama*, have been received in this Office and found to conform to law.

ACCORDINGLY, the undersigned, as such Judge of Probate, and by virtue of the authority vested in my by law, hereby issue this Certificate of Incorporation of Mt. Carmel Estates Homeowners Association, Inc., and attach hereto a certified copy of the Articles of Incorporation.

DATED this 10th day of February, 1995.

Frank H. Riddick
Frank H. Riddick, Judge of Probate, Madison County

STATE OF ALABAMA MADISON COUNTY PROBATE OFFICE
I hereby certify that the foregoing instrument was filed for record in the
office on 2/10/95 at 8:52 o'clock A. and duly recorded
Deed Tax _____ Mortgage Tax _____
FRANK H. RIDDICK, Judge of Probate

STATE OF ALA. MADISON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
55 FEB 10 AM 8:52
DEED TAX HAS BEEN
PAID ON THIS INSTRUMENT
FRANK H. RIDDICK

Bylaws, and by the laws of the State of Alabama.

BOOK 142 PAGE 286

ARTICLE 8.

Amendments. These Articles may be amended as provided by the Alabama Nonprofit Corporation Act; provided that, no amendment shall be in conflict with the Declaration, and provided further that no amendment shall be effective to impair, or dilute, any rights of members that are governed by such Declaration.

ARTICLE 9.

Incorporator. The name and address of the incorporator is as follows:

Chuck Sisco
1060 Winchester Road
Huntsville, AL 35811

ARTICLE 10.

Registered Agent and Office. The initial registered office of the Corporation is 1060 Winchester Road, Huntsville, AL 35811, and the initial registered agent at such address is Chuck Sisco.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation.

Chuck Sisco
Chuck Sisco

STATE OF ALABAMA)
COUNTY OF MADISON)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared Chuck Sisco, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of the said instrument, he executed the same voluntarily on the day the same bears date; and who, being first duly sworn by me, deposes and says that he is the initial incorporator of Mt. Carmel Estates Homeowners Association, Inc., that he is authorized to make this verification and that the facts contained in the above and foregoing Articles are true and correct.

GIVEN under my hand and seal, this the 24th day of February, 1995.

(SEAL)

[Signature]
Notary Public
My Commission Expires: 9-29-96

859/87

59/87

AMENDMENT OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
MT. CARMEL ESTATES

KNOW ALL MEN BY THESE PRESENTS: Mt. Carmel Estates, Inc., is the owner of more than two-thirds of all the property heretofore restricted by those Protective Covenants and Restrictions filed of record in the Office of the Judge of Probate of Madison County, Alabama, in Deed Book 849, Page 213; and

Whereas, Mt. Carmel Estates, Inc., is desirous of amending said Protective Covenants and Restrictions under the authority granted to it by Article XII, Section 4, of said covenants.

Now, therefore, in consideration of the premises and other good and valuable benefits, the Protective Covenants and Restrictions for Mt. Carmel Estates lands are hereby amended as follows:

By adding the following to Article VI Section 18: No privacy fence shall be allowed on lake front lots except at patios connected to the home and around swimming pools. These exceptions must be submitted and approved by the Architectural Control Committee with no fences of any kind to be built nearer than fifteen feet to the rear lot line of any such lake lot.

In Witness Whereof, the undersigned, being duly appointed officers of Mt. Carmel Estates, Inc., have executed this amendment and affixed to corporate seal this the 3rd day of August, 1995.

Mt. Carmel Estates, Inc.



By: Chuck Sisco, President

Attest:



H. David Wall, Secretary

95 AUG -8
RECORDED & INDEXED IN
& \$-DED IN
PD. ON THIS IN
JUDGE OFF
Shawle 4.1

AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MADISON

BEFORE ME, the undersigned authority, this day personally appeared Chuck Sisco, who is known to me and who being by me first duly sworn, deposes and says:

1. I, Chuck Sisco, am President of Mt. Carmel Estates with responsible charge for developing the lands embraced by the Mt. Carmel Estates Subdivision as recorded in Plat Book 33, Page 75 & 76, Probate Records of Madison County, Alabama; reads as follows:

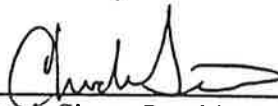
Mt. Carmel Estates Subdivision, Phase 3

It should be shown as:

Mt. Carmel By The River

WHEREAS, Chuck Sisco approved said plat and it is desired of the undersigned Chuck Sisco to make this Affidavit to correct and clarify the title and certificate.

WITNESS my hand and seal this 21 day of Aug, 1996.



Chuck Sisco, President
Mt. Carmel Estates

SWORN TO AND SUBSCRIBED before me this 21ST day of August, 1996.



Notary Public
My Commission Expires:

THIS INSTRUMENT PREPARED BY:

DANIEL C. BOSWELL
Wolfe, Jones & Boswell
905 Bob Wallace Ave., Suite 100
Huntsville, AL 35801
(205) 534-2205

STATE OF ALA. MADISON CO.
RECEIVED
AUG 21 PM 2:19
THIS INSTRUMENT HAS BEEN
RECORDED AND TAX
STAMPED
IN THE OFFICE OF THE
CLERK OF PROBATE

080-110

STATE OF ALA. MADISON CO.
RECORD BY THE INSTRUMENT

Single Page

**SUPPLEMENTARY DECLARATION OF
PROTECTIVE COVENANTS FOR
MT. CARMEL ESTATES, PHASE 3, NOW KNOWN
AS MT. CARMEL BY THE RIVER, MORE
COMMONLY KNOWN AS RIVER RUN,
THE LAKES, LAKE POINTE AND MEADOW LAKE**

THIS INSTRUMENT PREPARED BY:

**DANIEL C. BOSWELL
WOLFE, JONES & BOSWELL
905 Bob Wallace Ave., Suite 100
Huntsville, Alabama 35801
(205) 534-2205**

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**SUPPLEMENTARY DECLARATION OF
PROTECTIVE COVENANTS FOR
MT. CARMEL ESTATES, PHASE 3, NOW KNOWN
AS MT. CARMEL BY THE RIVER, MORE
COMMONLY KNOWN AS RIVER RUN,
THE LAKES, LAKE POINTE AND MEADOW LAKE**

WHEREAS heretofore on the 10th day of February, 1995, the undersigned Mt. Carmel Estates, Inc., an Alabama Corporation, as Declarant, did promulgate and file for record Declaration of Protective Covenants for Mt. Carmel Estates, a planned residential community, which said Declaration of Protective Covenants are recorded in Deed Book 849, Page 213, Office of the Judge of Probate of Madison County, Alabama, together with Amendment thereto recorded in Deed Book 859, Page 87, Office of the Judge of Probate of Madison County, Alabama. And

WHEREAS, Article IX, Section 1. of said Declaration of Protective Covenants of Mt. Carmel Estates provides the Declarant may subject additional parcels of real property described in Exhibit "C" of said Declaration and may promulgate Special Parcel Use Restrictions for such additional parcels of real property platted within Mt. Carmel Estates by the filing of such restrictions in the Office of the Judge of Probate of Madison County, Alabama, as provided for in Article IX, Section 2 of said Declaration of Protective Covenants.

NOW, THEREFORE, pursuant to the provisions of said Article IX, Section 1 and Article IX, Section 2 of the Declaration of Protective Covenants of Mt. Carmel Estates as the same are recorded in the Office of the Judge of Probate of Madison County, Alabama, the undersigned, Mt. Carmel Estates, Inc., an Alabama Corporation, does by these presents add the following:

Lots 1 thru 42, Block 1, Lots 1 thru 10, Block 2, and Lots 1 thru 20, Block 3, of Mt. Carmel Estates, Phase 3, as recorded in Plat Book 33, Pages 75 & 76, in the Office of the Judge of Probate of Madison County, Alabama, now known as Mt. Carmel By The River by Affidavit recorded in Deed Book 880 Page 912.

and

Lot 33, Block 2, Lots 1 & 2, Block 3, and Lot 1, Block 4, of Mt. Carmel Estates, Phase 2, as recorded in Plat Book 31, Page 66, in the Office of the Judge of Probate of Madison County, Alabama.

and

Tract I - Particularly described as commencing at the Center of the North boundary of said Section 2, Township 3 South, Range 1 East; thence South 72 degrees 01 minutes 50 seconds East 63.03 feet; thence South 00 degrees 04 minutes 12 seconds West 2450.53 feet; thence South 00 degrees 10 minutes 08 seconds West 705.59 feet; thence North 67 degrees 31 minutes 00 seconds East 216.72 feet; thence South 00 degrees 10 minutes 08 seconds West 645.02 feet; thence South 89 degrees 23 minutes 32 seconds East 266.21 feet; to the point of beginning; said point is further described as being the p.c. of a curve on the North right-of-way margin of Mt. Carmel Drive; thence from the Point of beginning, around a curve to the right, having a radius of 25.00 feet, a chord bearing and distance of North 44 degrees 36 minutes 42 seconds West 35.22 feet to the East right-of-way margin of Whippoorwill Drive; thence along said East margin North 00 degrees 10 minutes 09 seconds East 125.19 feet; thence South 89 degrees 49 minutes 51 seconds East 180.00 feet; thence South 00 degrees 10 minutes 09 seconds West 150.36 feet to the North margin of said Mt. Carmel Road; thence around a curve to the right, having a radius of 1969.89 feet, a chord bearing and distance of South 89 degrees 41 minutes 19 seconds West 63.20 feet; thence North 89 degrees 23 minutes 32 seconds West 92.00 feet to the point of beginning and containing 0.619 acres, more or less.

Subject to: Easements and Restrictions of Record.

and

Tract II - All that part of the Southeast Quarter of Section 2, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama. Particularly described as commencing at the center of the North boundary of said Section 2, Township 3 South, Range 1 East; thence South 72 degrees 01 minutes 50 seconds East 63.03 feet; thence South 00 degrees 04 minutes 12 seconds West 2450.53 feet; thence South 00 degrees 10 minutes 08 seconds West 705.59 feet; thence North 67 degrees 31 minutes 00 seconds East 825.01 feet; thence South 22 degrees 11 minutes 49 seconds East 636.20 feet; thence North 67 degrees 48 minutes 11 seconds East 30.00 feet; thence South 25 degrees 22 minutes 07 seconds East 76.27 feet to the point of beginning; said point is further described as being on the Easterly right-of-way margin of Granger Lane; thence from the point of beginning North 67 degrees 48 minutes 11 seconds East 279.91 feet; thence South 22 degrees 11 minutes 49 seconds East 180.00 feet to the Northerly right-of-way margin of Mt. Carmel Road; thence along said margin South 67 degrees 48 minutes 11 seconds West 74.13 feet to the p.c. of a curve; thence around a curve to the right, having a radius of 1969.89 feet, a chord bearing and distance of South 69 degrees 57 minutes 47 seconds West 148.49 feet to the p.c. of a curve; thence around a curve to the right, having a radius of 25.00 feet, a chord bearing and distance of North 73 degrees 22 minutes 54 seconds West 28.14 feet to the Easterly right-of-way margin of Granger Lane; thence along said Easterly margin North 39 degrees 08 minutes 01 seconds West 33.59 feet to the p.c. of a curve; thence around a curve to the right, having a radius of 689.24 feet, a chord bearing and distance of North 33 degrees 50 minutes 13 seconds West 127.25 feet to the point of beginning and containing 1.073 acres, more or less.

Subject to Easements and Restrictions of Record.

and does make and promulgate the following use restrictions pertaining to the use and enjoyment of the above-described added property which includes all the lots of Mt. Carmel Estates, Phase 3, (now known as Mt. Carmel By The River) and more commonly known as River Run, The Lakes, Lake Point and Meadow Lakes according to the plat of said subdivision shown of record in the Office of the Judge of Probate of Madison County, Alabama, in Plat Book 33, Page 75 & 76. The use restrictions described in this instrument are to be in conjunction with the use restrictions as described in said Declaration of Protective Covenants of Mt. Carmel Estates, but not in derogation thereof.

Article VI

Use Restrictions and Rules

Section 1. General. This Article, beginning at Section 2, sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may only be amended in the manner provided in Article XII, Section 4, hereof regarding amendment of this Declaration. In addition, the Board may, from time to time, without consent of the Owners, promulgate, modify, or delete other use restrictions and rules and regulations applicable to the Community. Such use restrictions and rules shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all owners and Occupants until and unless overruled, canceled, or modified in a regular or special meeting by a Majority of the total Association vote entitled to vote thereon and the consent of Declarant (so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IX hereof).

Section 2. Residential Use. All Lots shall be used for single-family residential purposes exclusively. No business or business activity shall be carried on in or upon any Lot at any time. Leasing of a Lot shall not be considered a business or business activity. No structure of a temporary character including, without limitation, a trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, whether temporarily or permanently.

Section 3. Signs. No sign of any kind shall be erected by an Owner or occupant of a Lot within the Community without the prior written consent of the Architectural Control Committee. Notwithstanding the foregoing, the Board shall have the right to erect reasonable and appropriate signs. "For Sale" and "For Rent" signs consistent with the Community-Wide Standard may be erected upon any Lot, and any builder may erect one (1) sign not larger than ten (10) square feet to advertise the property during the construction and sale period. The provisions of this Section shall not apply to any Person holding a Mortgage who becomes the Owner of any Lot as

purchaser at a judicial or foreclosure sale conducted with respect to a first Mortgage or as transferee pursuant to any proceeding in lieu thereof.

Section 4. Vehicles. The term "vehicles", as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, recreational vehicles, tractors, mowers, and automobiles. All vehicles shall be parked within garages, driveways or other paved parking areas located on a Lot. Parking in yards is prohibited. No towed vehicle, boat, recreational vehicle, motor home, tractor, mower or mobile home may be parked or stored except in a garage or in the rear yard of any residence; however, the above-referenced vehicles will not be allowed to be parked or stored on any lake lot to include Lots 31 thru 42, Block 1, Phase 3 (now known as Mt. Carmel By The River) (commonly known as THE LAKES), unless the vehicle is in a garage.

No vehicle may be left upon any portion of the Community, except in a garage or other area designated by the Board, for a period longer than five (5) days if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five (5) day period, such vehicle shall be considered a nuisance and may be removed from the Community. No towed vehicle, boat, recreational vehicle, motor home, tractor, mower or mobile home shall be temporarily kept or stored in the Community for any period in excess of two (2) weeks unless kept in a garage or other area designated by the Board; vehicles parked in violation of this provision shall be considered a nuisance and may be removed from the Community. Trucks with mounted campers which are an owner's or occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. No eighteen wheel trucks or the cabs of such trucks shall be parked, kept or stored within the Community, and if so parked, kept, or stored shall be considered a nuisance and may be removed from the Community.

No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles and vehicles authorized by the Board.

Section 5. Leasing. Lots may be leased for residential purposes only. All leases shall have a minimum term of six (6) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, By-Laws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property.

Section 6. Occupants Bound. All provisions of the Declaration, By-Laws, and of any rules and regulations, use restrictions or design guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to

all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner.

Section 7. Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board; provided, however, those pets which are permitted to roam free, or in the sole discretion of the Board, endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners or Occupants or the owner of any property located adjacent to the Community may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside be on a leash or otherwise confined in a manner acceptable to the Board. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Community. Animal control authorities shall be permitted to enter the Community to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law.

Section 8. Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No building shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after commencement of construction. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property within the Community. There shall not be maintained any plants or animals or device or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law.

Section 9. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

Section 10. Architectural Standards. Exterior of residence to be seventy percent (70%) brick, except that the Architectural Control Committee shall have the authority to approve a plan that is deemed to architecturally enhance the community but may not meet the minimum brick requirement. No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until plans and specifications showing at least the nature, kind shape height, materials, and location shall have been submitted in writing to and approved by an Architectural Control Committee established by the Board. These documents shall contain a front elevation, a rear elevation and a plat plan to be kept on file by the Association. The Board may divide the Architectural Control Committee into two (2) subcommittees, with one (1) subcommittee having jurisdiction over modifications and the other having jurisdiction over new construction. The Board may employ for the Architectural Control Committee architects, engineers, or other persons necessary to enable the Committee to perform its review. The Architectural Control Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified Persons, which shall have full authority to act on behalf of the committee for all matters delegated. Written design guidelines and procedures shall be promulgated for the exercise of this review, which guidelines may provide for a review fee.

In the event that the Architectural Control Committee fails to approve or to disapprove submitted plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with. As a condition of approval under this Section, an Owner, on behalf of himself and his successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Architectural Control Committee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of himself and his successors-in-interest. The Architectural Control Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may record in the appropriate land records a notice of violation naming the violating Owner.

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Control Committee, the members thereof, nor the Association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the Architectural Control Committee, the Board, nor the officers,

directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the Architectural Control Committee, the Board, or the officers, directors, members, employees, and agents of any of them to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

Section 11. Antennas. No exterior antennas of any kind shall be placed, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board or its designee. No free standing antennas or satellite dishes whatsoever shall be placed on any Lot.

Section 12. Tree Removal. No tree of one and one half (1 1/2) inch caliper or larger shall be removed without the express consent of the Board or its designee.

Section 13. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant of a Lot may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves a perpetual easement across all Community property for the purpose of altering drainage and water flow. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 14. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines, and the contrary herein notwithstanding, no fence or wall shall be located any closer to the street than twenty-five (25) feet. (See Section 18 regarding Fences.)

Section 15. Clotheslines, Basketball Goals, Garbage Cans, Wood Piles, Etc. All clotheslines shall be the portable type that can be taken down when not in use. Basketball goals shall be allowed in the rear yards only. Garbage cans, woodpiles, swimming pool pumps, filters and related equipment and other similar items shall be located in the rear yard only and shall be properly screened. All construction debris, rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Trash, garbage, debris, or other waste matter of any kind may not be burned within the Community except during construction of a dwelling, a builder may burn waste materials.

Section 16. Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board or its designee. Declarant, however, hereby expressly reserves the right to replat any Lot or Lots owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision regulations.

Section 17. Guns. The use of firearms in the Community is prohibited. The term "firearms" includes "B-B" guns and pellet guns.

Section 18. Fences. No fence or fencing-type barrier or planted screen of any kind shall be placed, erected, allowed or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Architectural Control Committee. All fences on lots 31 thru lot 42, Block 1, Mt. Carmel Estates Phase 3 (now known as Mt. Carmel By The River) (lake side lots) and lots 1 thru 10, Block 2, Mt. Carmel Estates Phase 3 (now known as Mt. Carmel By The River) (river view lots) shall be wrought iron or cast aluminum material and shall be black in color. All other fences in Mt. Carmel Estates, Phase 3 (now known as Mt. Carmel By The River) and Lot 33, Block 2, Lots 1 & 2, Block 3, and Lot 1, Block 4, Mt. Carmel Estates, Phase 2 shall be six (6) foot tall Cedar, Shadow Box Fences stained Glidden Color #9899 Cedar Stain. Tracts I & II, covered by this supplemental declaration shall also be covered by the Shadow Box Fence requirement.

Section 19. Utility Lines. All utilities electric, television cable and telephone shall be installed underground.

Section 20. Air Conditioning Units. Except as may be permitted by the Architectural Control Committee, no window air conditioning units may be installed. No air conditioning apparatus or unsightly projection shall be attached to the front of any resident.

Section 21. Swimming Pools. The Architectural Control Committee must approve all swimming pools.

Section 22. Lighting. All Exterior lighting visible from the street shall require approval by the Architectural Control Committee, except for seasonal decorative lights for a sixty (60) day period beginning on November 15 each year.

Section 23. Lakes. This Section, Article XI, Section 6 of this Declaration, and rules, use restrictions, and design guidelines issued by the Board or its designee shall govern the use of such lakes as may exist, if any, in the Community or such lakes as are made available for the use of all Owners and Occupants in the Community and activities related thereto. Fishing and boating shall be permitted (no motor larger than a trolling motor and no jet skis or wave runners shall be permitted). Except, as may be approved by the Board or its designee, ice skating and swimming shall not be permitted. No owner may construct a dock and any physical alternative off shore line will require Board approval.

Section 24. Setback Lines. No building shall be located on any lot nearer to the front lot line nor nearer to the side street line than the minimum building set back lines as shown on the recorded plat, except as hereinafter provided. In no event shall any building on any lot be located nearer than 35 feet to the front lot line, nor nearer than 5 feet to the side lot line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. For the purpose of these covenants, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building to encroach upon another lot. At intersections the front shall be designated by the front elevation of the house, and the restriction of distance on the remaining street shall be 25 feet.

Section 25. Minimum Building Size. All residences to be constructed on Lots 1 thru 10, Block 2, Lots 1 thru 7, Block 1 and Lot 20, Block 3, Phase 3 of Mt. Carmel Estates (now known as Mt. Carmel By The River) (commonly known as RIVER RUN) shall contain a minimum of twenty four hundred (2400) square feet of centrally heated living space which space shall specifically exclude, without limitation, open porches, garage and unfinished storage areas. For 1 1/2 stories and 2-3 story houses, the lower level (this does not intend to include or apply to any basements) of this 2400 square foot dwelling must contain a minimum of 1200 square feet. All residences to be constructed on Lots 31 thru 42, Block 1, Phase 3 of Mt. Carmel Estates (now known as Mt. Carmel By The River) (commonly known as THE LAKES) and Lots 33, Block 2, Phase 2, Mt. Carmel Estates (commonly known as LAKE POINTE) shall contain a minimum of twenty two hundred (2200) square feet of centrally heated living space which space shall specifically exclude, without limitation, open porches, garage and unfinished storage areas. For 1 1/2 stories and 2-3 story houses, the lower level (this does not intend to include or apply to any basements) of this 2200 square foot dwelling must contain a minimum of 1100 square feet. Lots 8 thru 30, Block 1, Lots 1 thru 19, Block 3, Phase 3, Mt. Carmel Estates (now known as Mt. Carmel By The River) (commonly known as THE LAKES) Lots 1 & 2, Block 3 and Lot 1, Block 4, Phase 2 of Mt. Carmel Estates (commonly known as MEADOW LAKE) shall contain a minimum of two thousand (2000) square feet of centrally

heated living space which space shall specifically exclude, without limitation, open porches, garages and unfinished storage areas. For 1 1/2 story and 2-3 story houses, the lower level (this does not intend to include or apply to any basements) of this 2000 square foot dwelling must contain a minimum of 1100 square feet.

Section 26. Garages. All residences must have a minimum of two (2) car attached rear or side entry garage. No carports are permitted. Detached garages may be permitted as approved by the Architectural Control Committee.

Section 27. Foundations. All foundations must be covered in either brick or stone and must have a minimum floor elevation of twelve (12) inches above finished grade. No open areas beneath porches will be allowed on the front or side elevations. Open areas beneath porches on the rear elevations shall be covered as is approved by the Architectural Control Committee

Section 28. Landscaping and Exterior Color Selections. Landscaping plans and specifications along with exterior color selections (Roof, Brick, Stone or Dryvit and Paint) must be submitted in writing, for approval, to the Architectural Control Committee within (30) days of obtaining a Building Permit. All landscaping plans and specification must include a minimum of twenty (20) three (3) gallon plants and thirty (30) one (1) gallon plants and three (3) trees no smaller than 1 1/2 inch caliper and 5 feet tall. All front and side lawns must be sodded.

Section 29. Mailboxes. All Mailboxes must be of wrought iron or cast aluminum construction and of a specific design and must be provided by the builder. The design, name and model number of the approved mailbox can be obtained from the Architectural Control Committee.

Section 30. Sidewalks. All Builders shall be required to install sidewalks on all street frontage as required by the Architectural Control Committee. Sidewalks shall be located four (4') feet back of the curb and shall be four (4) feet wide and four (4) inches thick. Sidewalks must be installed within one (1) year from the date that title of the lot is passed from the Declarant regardless of whether a residence has been constructed.

Section 31. Storage Tanks. All propane gas tanks shall be installed underground and shall be approved by the Architectural Control Committee. No other types of storage tanks will be permitted.

Section 32. Gardens. No vegetable gardens, compost gardens, greenhouses or other food source planting shall be allowed in the front or on the sides of any residence on any Lot.

Section 33. Grass. Any and all grass located on each lot must never reach a height higher than (6") inches.

Section 34. Oil. No oil drilling, development operations, oil refining, quarry or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, mineral excavations or shafts be permitted upon or in any lot.

Section 35. Driveways. All driveways shall be concrete from garage to asphalt in the street.

Section 36. Outbuildings. No outbuilding shall be erected, placed or altered on any lot unless it has the quality of workmanship and materials, harmony of external design with the existing structures, and location with respect to topography and finish grade elevation. All structures must be built on-site and have prior written consent by the Architectural Control Committee.

Section 37. Construction Debris and Cleanup. All construction debris, rubbish, trash and garbage shall be regularly removed from lots and shall not be allowed to accumulate. In the event that any builder or owner does not dispose of construction debris in a timely manner, the Declarant shall notify builder or owner, in writing, that debris and trash must be removed or there will be a \$500.00 fine imposed upon builder or owner. This fine will be in addition to the charge for removing the debris from the lot.

Section 38. Time Limits. Construction of a residence must be completed within 24 months from the date the title of the lot is passed from the Declarant.

The above-described use restrictions are in addition to those use restrictions pertaining to Mt. Carmel Estates as recorded in Deed Book 849, Page 213, Office of the Probate Judge of Madison County, Alabama, and shall run with the land and become binding upon all the owners of lots embraced within Mt. Carmel Estates, their heirs, successors and assigns.

Enforcement of the above-described additional use restrictions shall be in the same manner and direction as described in the Declaration of Protective Covenants of Mt. Carmel Estates as described above.

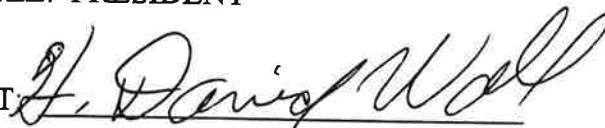
IN WITNESS WHEREOF, the undersigned, being the duly appointed officers of Declarant herein, have executed this instrument and affixed the corporate seal this _____ day of Aug 21, 1996.

MT. CARMEL ESTATES, INC.

BY: 

CHUCK SISCO

TITLE: PRESIDENT

ATTEST: 


TITLE: Secretary

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a notary public in and for said county in said state, hereby certify that CHUCK SISCO, as President of Mt. Carmel Estates Inc., An Alabama 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 21ST day of August, 1996.



Notary Public

My commission expires:

49459 300K 152 PAGE 641

STATE OF ALABAMA
COUNTY OF MADISON

IN THE PROBATE COURT NOV 26 PM 4:10

CLERK OF ALA. MADISON CO. COUNTY THE INSTRUMENT RECORDED ON

RECORDED: \$1.00 MFG TAX & \$0.00 DEED TAX HAS BEEN PD. ON THIS INSTRUMENT

AMENDMENT TO ARTICLES OF INCORPORATION OF MT. CARMEL ESTATES HOMEOWNERS ASSOCIATION, INC. *Shank H. Rippe*
JUDGE OF PROBATE

Pursuant to the provisions of § 10-3A-80, et seq. Code of Alabama, 1975, as amended, the undersigned corporation hereby amends the Articles of Incorporation as follows:

FIRST: The name of the corporation is Mt. Carmel Estates Homeowners Association, Inc.

SECOND: The following amendment to the Articles of Incorporation was adopted by the directors of the corporation on November 15, 1996, in the manner prescribed by the Alabama Non-Profit Corporation Act.

RESOLVED, that the provision in Article I of the Articles of Incorporation which now reads:

"The name of the corporation is Mt. Carmel Estates Homeowners Association, Inc.," shall now read:

"The name of the corporation is Mt. Carmel By The River Homeowners Association, Inc."

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 15 day of Nov 1996.

Chuck Sisco
Chuck Sisco

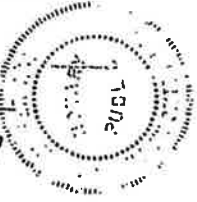
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STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said state and county, hereby certify that CHUCK SISCO, whose name is signed to the foregoing Amendment to Articles of Incorporation, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same freely and voluntarily on the day the same bears date.

Given under my hand and official seal on the 15 day of November, 1996.

Jennifer Howard
Notary Public
My Commission Expires: 2/8/2000



THIS INSTRUMENT PREPARED BY:
Gary P. Wolfe
WOLFE, JONES & BOSWELL
905 Bob Wallace Avenue, Suite 100
Huntsville, AL 35801

BOOK PAGE
0896 0472

19145

STATE OF ALABAMA
MADISON COUNTY

**RATIFICATION OF PLAT
FOR STILLWATER DOWNS OF MT. CARMEL BY THE RIVER, A
RESUBDIVISION OF LOT 3, BALCH ESTATES
MADISON COUNTY, ALABAMA**

KNOW ALL MEN BY THESE PRESENTS: FLINT RIVER DEVELOPMENT CORPORATION, INC., is the owner of all of the property embraced in the plat of STILLWATER DOWNS OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 3 BALCH ESTATES, which has been recorded in Plat Book 34, Page 91, in the Office of the Judge of Probate of Madison County, Alabama; and NORTH ALABAMA BANK is the lien holder thereon and,

WHEREAS, FLINT RIVER DEVELOPMENT CORPORATION, INC., an Alabama Corporation developed the subdivision known as STILLWATER DOWNS OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 3 BALCH ESTATES, recorded as stated above; and,

WHEREAS, FLINT RIVER DEVELOPMENT CORPORATION, INC., an Alabama Corporation, is the owner of the real estate platted as STILLWATER DOWNS OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 3 BALCH ESTATES and

WHEREAS, NORTH ALABAMA BANK, is the holder of the first mortgage on the property comprising STILLWATER DOWNS OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 3 BALCH ESTATES and

WHEREAS, the undersigned have agreed to ratify and confirm said plat.

NOW, THEREFORE, in consideration of the premises and in consideration of good and valuable benefits received by the undersigned, FLINT RIVER DEVELOPMENT CORPORATION, INC., an Alabama Corporation, and NORTH ALABAMA BANK, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby ratify, confirm and consent to the plating of STILLWATER DOWNS OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 3 BALCH ESTATES, as said plat appears of record in the Office of the Judge of Probate of Madison County, Alabama, in Plat Book 34, Page 91, for the purpose of giving full force and effect to the plating of the lands embraced in said plat, as contemplated and required by law;

IN WITNESS WHEREOF, the undersigned has duly executed these presents on this the 8th day of May, 1967.

FLINT RIVER DEVELOPMENT CORPORATION, INC
an Alabama Corporation

Myron R. Wilson
By: MYRON R. WILSON
Its: President

NORTH ALABAMA BANK

Al Smith
By: Al Smith
Its: President

RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE
MADISON COUNTY, ALABAMA
ON MAY 8 AM 10:34
RECORDED TO TAX PURPOSES
\$50.00 THIS INSTRUMENT
Shaw & Rouse
JUDGE OF PROBATE

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1.00
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STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said county and state, hereby certify that **Myron R. Wilson** whose name is signed as President of **FLINT RIVER DEVELOPMENT CORPORATION, INC.**, an Alabama Corporation, to the foregoing ratification of plat and who is known to me, acknowledged before me on this date that, being informed of the contents of this ratification of plat he executed the same voluntarily as and for the act of said corporation on the day the same bears date.

THIS the 31 day of May, 1997.



Kelly Brown
NOTARY PUBLIC - Kelly Brown
COMMISSION EXPIRES: 7/1/00

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said county and state, hereby certify that **Al Smith** whose name is signed as President of **NORTH ALABAMA BANK**, to the foregoing ratification of plat and who is known to me, acknowledged before me on this date that, being informed of the contents of this ratification of plat he executed the same voluntarily as and for the act of said corporation on the day the same bears date.

THIS the 31 day of May, 1997.



Kelly Brown
NOTARY PUBLIC - Kelly Brown
COMMISSION EXPIRES: 7/1/00

THIS INSTRUMENT PREPARED BY:
DANIEL C. BOSWELL, WOLFE, JONES & BOSWELL
905 Bob Wallace Avenue, Suite 100, Huntsville, Alabama 35801
(205) 634-2205

RECORDED & INDEXED
& FILED ON THIS INSTRUMENT
57 MAY - 8 AM 10:34
JUDGE OF PROBATE

19387

**SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS
OF
STILLWATER DOWNS OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 3 BALCH
ESTATES**

**THIS INSTRUMENT PREPARED BY:
DANIEL C. BOSWELL
WOLFE, JONES AND BOSWELL
905 Bob Wallace Ave., Suite 100
Huntsville, Alabama 35801
(205) 534-2205**

JUDGE OF PROBATE
Shirley W. Ridd
REC'D ON THIS INSTRUMENT
THIS TAX
RECORDING FEE HAS BEEN
PAID

57 MAY -9 PM 2:39

RECORDED
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MAY 11 2007

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**SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS
FOR
STILLWATER DOWNS OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 3 BALCH
ESTATES**

WHEREAS, heretofore on the 10th day of February, 1995, the undersigned MT. CARMEL ESTATES, INC., an Alabama Corporation, as Declarant, did promulgate and file for record a Declaration of Protective Covenants for MT. CARMEL ESTATES a planned residential community, which said Declaration of Protective Covenants is recorded in Deed Book 849, page 213, Amendment of Declaration of Protective Covenants as recorded in Deed Book 859, Page 87 and Supplementary Declaration of Protective Covenants for Mt. Carmel Estates, Phase 3, Now known as Mt. Carmel by the River, more commonly known as River Run, The Lakes, Lake Pointe and Meadow Lake, as recorded in Book 889, page 13 in the Office of the Judge of Probate of Madison County, Alabama, and

WHEREAS, Article IX, Section 2, of said Declaration of Protective Covenants of MT. CARMEL ESTATES provides that the Declarant may make, subject to the consent of the Owner thereof, additional parcels of real property subject to said covenants, by filing a Supplementary Declaration describing the property being annexed and may promulgate Special Parcel Use Restrictions for such additional parcels of real property.

NOW, THEREFORE, pursuant to the provisions of Article IX, Section 1 and Article IX, Section 2 of the Declaration of Protective Covenants of MT. CARMEL ESTATES as the same is recorded in Deed Book 849, page 213 in the Office of the Judge of Probate of Madison County, Alabama, the undersigned, MT. CARMEL ESTATES, INC., as Declarant and FLINT RIVER DEVELOPMENT CORPORATION, INC., an Alabama Corporation, as owner do hereby consent to annex the following described property to and make the same subject to the Provisions of Declaration of Protective Covenants of Mt. Carmel Estates as recorded in Deed Book 849, Page 213, Amended in Deed Book 859, page 87 and Supplementary Declaration of Protective Covenants for Mt. Carmel Estates Phase 3, now known as Mt. Carmel by the River, more commonly known as River Run, The Lakes, Lake Pointe and Meadow Lake, as recorded in Deed Book 889, page 13, in the Office of the Judge of Probate of Madison County, Alabama.:

All Lots and Blocks in STILLWATER DOWNS OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 3 BALCH ESTATES as recorded in Plat Book 34, page 91, in the Office of the Judge of Probate of Madison County, Alabama.

and does make and promulgate the following use restrictions pertaining to the use and enjoyment of the above described added property which includes all the lots of STILLWATER DOWNS OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 3 BALCH ESTATES, according to the plat of said subdivision as shown of record in the Office of the Judge of Probate of Madison County, Alabama, in Plat Book 34, page 91.

ARTICLE VI

Use Restrictions and Rules as recited in Supplementary Declaration of Protective Covenants for Mt. Carmel Estates, Phase 3, now known as Mt. Carmel By The River, more commonly known as River Run, The Lakes, Lake Pointe and Meadow Lake, are hereby adopted by reference in their entirety with the exception as follows:

Section 25. Minimum Building Size. All residences to be constructed on all Lots and Blocks of STILLWATER DOWNS OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 3 BALCH ESTATES shall contain a minimum of fourteen hundred (1400) square feet of centrally heated living space which space shall specifically exclude, without limitation, open porches, garage and unfinished storage areas. For 1 1/2 to 2-3 story houses, (this does not intend to include or apply to any basements), of this 1400 square foot dwelling the lower level must contain a minimum of one-thousand (1000) square feet.

Section 28. Landscaping and Exterior Color Selections. Landscaping plans and specification along with exterior color selections (Roof, Brick, Stone or Dryvit and Paint) must be submitted in writing, for approval to the Architectural Control Committee within (30) days of obtaining a Building Permit. All Landscaping plans and specifications for STILLWATER DOWNS OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 3 BALCH ESTATES must include a minimum of fifteen (15) three (3) gallon plants and ten (10) two (2) gallon plants and three (3) trees no smaller than 1 1/2 inch caliper and 5 feet tall. All front and side lawns must be sodded.

Section 33. Grass. Any and all grass located on each lot must never reach a height higher than (6") inches. If the grass is not cut after a ten day notice has been given, it will be cut by the Homeowners Association and a charge will be assessed to the lot owner.

The above set forth use restrictions are in lieu of those certain use restriction pertaining to lot minimum building size requirements, landscaping and exterior color and grass restrictions in MT. CARMEL ESTATES as recorded in Deed Book 849, page 213, and amended in Book 859, page 87 and Supplementary Declaration of Protective Covenants for Mt. Carmel Estates, Phase 3, now known as Mt. Carmel by The River, more commonly known as River Run, The Lakes, Lake Pointe and Meadow Lake in the Office of the Probate Judge of Madison County, Alabama, and shall run with the land and become binding upon all owners of lots embraced with STILLWATER DOWNS OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 3 BALCH ESTATES, their heirs, successors and assigns. All other use restrictions remain as previously recorded.

IN WITNESS WHEREOF, the undersigned, being the duly appointed officers of Declarant herein, have executed this instrument and affixed the corporate seal this 9th day of May, 1997.

MT. CARMEL ESTATES, INC.

BY: Chuck Sisco

President

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a notary public in and for said county in said state, hereby certify that Chuck Sisco, as President of MT. CARMEL ESTATES, INC., An Alabama 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 9th day of May, 1997.

Debbie Spurgeon
Notary public:
My commission expires: 07/11/00



FLINT RIVER DEVELOPMENT CORPORATION INC.

BY: Myron R. Wilson
MYRON R. WILSON
President

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a notary public in and for said county in said state, hereby certify that MYRON R. WILSON, as President of FLINT RIVER DEVELOPMENT CORPORATION, INC., An Alabama 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 9th day of May, 1997.

Debbie Spurgeon
Notary public:
My commission expires: 07/11/00



JUDGE OF PROBATE
Shirley H. Robbins
P.O. ON THIS INSTRUMENT
RECEIVED TAX HAS BEEN
PAID
97 MAY -9 PM 2:39

899-175

STATE OF ALA. MADISON CO
PROPERTY TAX INSTRUMENT
RECORDED

97 JUN 20 AM 9:31

RECORDING TAX HAS BEEN
PAID ON THIS INSTRUMENT
Frank W. Rissler
JUNIOR CLERK

SUPPLEMENTARY DECLARATIVE COVENANTS
SPRING LAKE OF MT. CARMEL ESTATES
SECTION OF LOT 4 BALCH

Single page

THIS INSTRUMENT PREPARED BY:
DANIEL C. BOSWELL
WOLFE, JONES AND BOSWELL
905 Bob Wallace Ave., Suite 100
Huntsville, Alabama 35801
(205) 534-2205

**SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS
FOR
SPRING LAKE OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 4 BALCH
ESTATES**

WHEREAS, heretofore on the 10th day of February, 1996, the undersigned MT. CARMEL ESTATES, INC., an Alabama Corporation, as Declarant, did promulgate and file for record a Declaration of Protective Covenants for MT. CARMEL ESTATES a planned residential community, which said Declaration of Protective Covenants is recorded in Deed Book 849, page 213, Amendment of Declaration of Protective Covenants as recorded in Deed Book 859, Page 87 and Supplementary Declaration of Protective Covenants for Mt. Carmel Estates, Phase 3, Now known as ML Carmel by the River, more commonly known as River Run, The Lakes, Lake Pointe and Meadow Lake, as recorded in Book 889, page 13 in the Office of the Judge of Probate of Madison County, Alabama, and

WHEREAS, Article IX, Section 2, of said Declaration of Protective Covenants of MT. CARMEL ESTATES provides that the Declarant may make, subject to the consent of the Owner thereof, additional parcels of real property subject to said covenants, by filing a Supplementary Declaration describing the property being annexed and may promulgate Special Parcel Use Restrictions for such additional parcels of real property.

NOW, THEREFORE, pursuant to the provisions of Article IX, Section 1 and Article IX, Section 2 of the Declaration of Protective Covenants of MT. CARMEL ESTATES as the same is recorded in Deed Book 849, page 213 in the Office of the Judge of Probate of Madison County, Alabama, the undersigned, MT. CARMEL ESTATES, INC., as Declarant does hereby consent to annex the following described property to and make the same subject to the Provisions of Declaration of Protective Covenants of ML Carmel Estates as recorded in Deed Book 849, Page 213, Amended in Deed Book 859, page 87 and Supplementary Declaration of Protective Covenants for Mt. Carmel Estates Phase 3, now known as Mt. Carmel by the River, more commonly known as River Run, The Lakes, Lake Pointe and Meadow Lake, as recorded in Deed Book 889, page 13, in the Office of the Judge of Probate of Madison County, Alabama.:

All Lots and Blocks in SPRING LAKE OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 4 BALCH ESTATES as recorded in Plat Book 34, page 90, in the Office of the Judge of Probate of Madison County, Alabama.

and does make and promulgate the following use restrictions pertaining to the use and enjoyment of the above described added property which includes all the lots of SPRING LAKE OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 4 BALCH ESTATES, according to the plat of said subdivision as shown of record in the Office of the Judge of Probate of Madison County, Alabama, in Plat Book 34, page 90.

ARTICLE VI

Use Restrictions and Rules as recited in Supplementary Declaration of Protective Covenants for ML Carmel Estates, Phase 3, now known as Mt. Carmel By The River, more commonly known as River Run, The Lakes, Lake Pointe and Meadow Lake, are hereby adopted by reference in their entirety with the exception as follows:

Section 10. Architectural Standards. Exterior of residence to be seventy percent (70%) brick, except that the Architectural Control Committee shall have the authority to approve a plan that is deemed to architecturally enhance the community but may not meet the minimum brick requirement. No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until plans and specifications showing at least the nature, kind shape height, materials, and location shall have been submitted in writing to and approved by an Architectural Control Committee established by the Board. These documents shall contain an elevation, a floor plan, specifications and plot plan to be kept on file by the Association. The Board may divide the Architectural Control Committee into two (2) subcommittees, with one (1) subcommittee having jurisdiction over modifications and the other having jurisdiction over new construction. The Board may employ for the Architectural Control Committee architects, engineers, or other persons necessary to enable the Committee to perform its review. The Architectural Control Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified Persons, which shall have full authority to act on behalf of the committee for all matters delegated. Written design guidelines and procedures shall be promulgated for the exercise of this review, which guidelines may provide for a review fee.

In the event that the Architectural Control Committee fails to approve or to disapprove

submitted plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with. As a condition of approval under this Section, an Owner, on behalf of himself and his successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Architectural Control Committee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of himself and his successors-in-interest. The Architectural Control Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may record in the appropriate land records a notice of violation naming the violating Owner.

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Control Committee, the members thereof, nor the Association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the Architectural Control Committee, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the Architectural Control Committee, the Board, or the officers, directors, members, employees, and agents of any of them to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given. This shall apply to all phases.

Section 25. Minimum Building Size. All residences to be constructed on all Lots and Blocks of SPRING LAKE OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 4 BALCH ESTATES shall contain a minimum of eighteen hundred (1800) square feet of centrally heated living space which space shall specifically exclude, without limitation, open porches, garage and unfinished storage areas. For 1 1/2 to 2-3 story houses, (this does not intend to include or apply to any basements), the minimum square footage is 2,000 square feet of centrally heated living space, with a minimum of 1,000 square feet on the lower level.

Section 28. Landscaping and Exterior Color Selections. Landscaping plans and specification along with exterior color selections (Roof, Brick, Stone or Dryvit and Paint) must be submitted in writing, for approval to the Architectural Control Committee within (30) days of obtaining a Building Permit. All Landscaping plans and specifications for SPRING LAKE OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 4 BALCH ESTATES must include a minimum of twenty (20) three (3) gallon plants and twenty (20) two (2) gallon plants and three (3) trees no smaller than 1 1/2 inch caliper and 5 feet tall. All front and side lawns must be sodded.

Section 33. Grass. Any and all grass located on each lot must never reach a height higher than (6") inches. If the grass is not cut after a ten day notice has been given, it will be cut by the Homeowners Association and a charge will be assessed to the lot owner.

The above set forth use restrictions are in lieu of those certain use restriction pertaining to lot minimum building size requirements, landscaping and exterior color and grass restrictions in MT. CARMEL ESTATES as recorded in Deed Book 849, page 213, and amended in Book 859, page 87 and Supplementary Declaration of Protective Covenants for Mt. Carmel Estate, Phase 3, now known as Mt. Carmel by The River, more commonly known as River Run, The Lakes, Lake Pointe and Meadow Lake in the Office of the Probate Judge of Madison County, Alabama, and shall run with the land and become binding upon all owners of lots embraced with SPRING LAKE OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 4 BALCH ESTATES, their heirs, successors and assigns. All other use restrictions remain as previously recorded.

IN WITNESS WHEREOF, the undersigned, being the duly appointed officers of Declarant herein, have executed this instrument and affixed the corporate seal this 19th day of June, 1997.

MT. CARMEL ESTATES, INC.

BY: Chuck Sisco

President

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a notary public in and for said county in said state, hereby certify that Chuck Sisco, as President of MT. CARMEL ESTATES, INC., An Alabama 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 19th day of June, 1997.

Kelly Brown
Notary public: Kelly Brown
My commission expires: 1/11/00

BOOK PAGE
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36591

STATE OF ALABAMA
MADISON COUNTY

**RATIFICATION OF PLAT AND RESTRICTIONS
FOR SPRING LAKE OF MT. CARMEL BY THE RIVER, A
RESUBDIVISION OF LOT 4 BALCH ESTATES
MADISON COUNTY, ALABAMA**

KNOW ALL MEN BY THESE PRESENTS: MT. CARMEL ESTATES, INC., an Alabama Corporation, is the owner of all of the property embraced in the plat of SPRING LAKE OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 4 BALCH ESTATES, which has been recorded in Plat Book 34, Page 90, in the Office of the Judge of Probate of Madison County, Alabama; and AMSOUTH BANK is the lien holder thereon and,

WHEREAS, MT. CARMEL ESTATES, INC., an Alabama Corporation developed the subdivision known as SPRING LAKE OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 4 BALCH ESTATES, recorded as stated above; and,

WHEREAS, MT. CARMEL ESTATES, INC., an Alabama Corporation, is the owner of the real estate platted as SPRING LAKE OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 4 BALCH ESTATES and

WHEREAS, AMSOUTH BANK, is the holder of the first mortgage on the property comprising SPRING LAKE OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 4 BALCH ESTATES and

WHEREAS, the undersigned have agreed to ratify and confirm said plat.

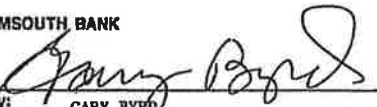
NOW, THEREFORE, in consideration of the premises and in consideration of good and valuable benefits received by the undersigned, MT. CARMEL ESTATES, INC., an Alabama Corporation, and AMSOUTH BANK, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby ratify, confirm and consent to the platting of SPRING LAKE OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 4 BALCH ESTATES, as said plat appears of record in the Office of the Judge of Probate of Madison County, Alabama, in Plat Book 34, Page 90, for the purpose of giving full force and effect to the platting of the lands embraced in said plat, as contemplated and required by law; and further, the undersigned does hereby ratify, confirm and consent to those certain restrictions for SPRING LAKE OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 4 BALCH ESTATES, as the same appear of record in Book 899, Page 175, in the Office of the Judge of Probate of Madison County, Alabama, for the purpose of giving full force and effect to the easements and restrictions contained therein, which said easements and restrictions shall run with the real property and be binding on all parties having any rights, title or interest in said lands.

IN WITNESS WHEREOF, the undersigned has duly executed these presents on this the 12 day of AUGUST, 1997.

MT. CARMEL ESTATES, INC.
an Alabama Corporation


By: CHUCK SISCO
Its: President

AMSOUTH BANK


By: GARY BYRD
Its: ASSISTANT VICE PRESIDENT

JUDGE OF PROBATE
Shirley H. ...
P.D. ON THIS INSTRUMENT
\$ 5.00 STATE TAX HAS BEEN
PAID
97 AUG 19 AM 10:49
CLERK OF PROBATE
MADISON COUNTY

5.00
1.00
.25
1.00

7.25

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said county and state, hereby certify that **CHUCK SISCO** whose name is signed as President of **MT. CARMEL ESTATES, INC.**, an Alabama Corporation, to the foregoing ratification of plat and restrictions, and who is known to me, acknowledged before me on this date that, being informed of the contents of this ratification of plat and restrictions, he executed the same voluntarily as and for the act of said corporation on the day the same bears date.

THIS the 12 day of AUGUST, 1997.

Nancy C. Buswell
NOTARY PUBLIC - **NANCY C. BUSWELL**
COMMISSION EXPIRES: **11/8/99**



STATE OF ALABAMA

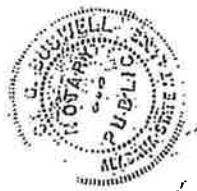
COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said county and state, hereby certify that **GARY BYRD** whose name is signed as **ASSISTANT VICE PRESIDENT** of **AMSOUTH BANK**, to the foregoing ratification of plat and restrictions, and who is known to me, acknowledged before me on this date that, being informed of the contents of this ratification of plat and restrictions, he executed the same voluntarily as and for the act of said corporation on the day the same bears date.

THIS the 12 day of AUGUST, 1997.

Nancy C. Buswell
NOTARY PUBLIC - **NANCY C. BUSWELL**
COMMISSION EXPIRES: **11/8/99**
ASSISTANT VICE PRESIDENT

THIS INSTRUMENT PREPARED BY:
DANIEL C. BOSWELL, WOLFE, JONES & BOSWELL
905 Bob Wallace Avenue, Suite 100, Huntsville, Alabama 35801
(205) 534-2205



STATE OF ALA. MADISON CO.
FILED ON
97 AUG 19 AM 10:49
REC. FEE TAX HAS BEEN
& PD. ON THIS INSTRUMENT
JANE K. R...
JUNE OF 1997

904-753

AMENDED SUPPLEMENTAL RESTRICTIVE COVENANTS

STATE OF ALABAMA

COUNTY OF MADISON

KNOW ALL MEN BY THESE PRESENTS, That, Whereas, the undersigned, MT. CARMEL BY THE RIVER HOMEOWNERS, ASSOCIATION, ROUSE HOMES, INC., GATEWAY PROPERTIES, INC., JAMES R. AND ANITA G. AYERS, ERIC B. AND SUSAN L. SEXTON AND MT. CARMEL ESTATES, INC., are all the owners of lots in the property known as SPRING LAKE OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 4 BALCH ESTATES, Madison County, Alabama, as recorded in Plat Book 34, page 90, in the Office of the Judge of Probate of Madison County, Alabama; and,

WHEREAS, before any of the said property is further sold or conveyed to other persons or entities, it is desired by the Owners to amend the Restrictions as pertains to SPRING LAKE OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 4, BALCH ESTATES;

NOW, THEREFORE, the undersigned, being all the owners of the property located within the said SPRING LAKE OF MT. CARMEL BY THE RIVER A RESUBDIVISION OF LOT 4 BALCH ESTATES, in Madison County, Alabama, do, by these presents, hereby amend said Supplemental Restrictions, so that Section 25 is amended regarding the Minimum Building Size, as follows:

Section 25. MINIMUM BUILDING SIZE... Pertaining to Lots 1-5, Block 1, Lots 9-11 and 13-24, Block 2 and Lot 27, Block 2, changed to 2000 square feet in lieu of 1800 square feet.

and do hereby authorize and direct that this amendment be recorded in the Office of the Judge of Probate of Madison County, Alabama.

IN WITNESS WHEREOF, the undersigned, being all the owners of the property of all or part of the interest in the lands within SPRING LAKE OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 4 BALCH ESTATES, have caused to be affixed their names and seals to these Amended Restrictive Covenants, this the 10 day of September, 1997.

Chuck Sisco
MT. CARMEL BY THE RIVER HOMEOWNERS
ASSOCIATION

William B. B...
ROUSE HOMES, INC.

Myron R. B...
GATEWAY PROPERTIES, INC.

James R. Ayers
JAMES R. AYERS

Anita G. Ayers
ANITA G. AYERS

Eric B. Sexton
ERIC B. SEXTON

Susan L. Sexton
SUSAN L. SEXTON

Chuck Sisco
MT. CARMEL ESTATES, INC.

97 SEP 11 AM 9:10
JUDGE OF PROBATE
MADISON COUNTY, ALABAMA
RECEIVED

STATE OF ALABAMA
COUNTY OF MADISON



I, the undersigned, a Notary Public in and for said county and state, hereby certify that JAMES R. AYERS AND WIFE ANITA G. AYERS, ERIC B. SEXTON AND WIFE, SUSAN L. SEXTON, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

THIS the 10TH day of SEPTEMBER, 1997.

Kelly Brown

NOTARY PUBLIC: KELLY BROWN
COMMISSION EXPIRES: 1/11/00

STATE OF ALABAMA
COUNTY OF MADISON



I, the undersigned, a Notary Public in and for said county and state, hereby certify that CHUCK SISCO, whose name is signed as PRESIDENT of MT. CARMEL BY THE RIVER HOMEOWNERS ASSOCIATION to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of this conveyance, HE executed the same voluntarily as and for the act of said corporation on the day the same

THIS the 10TH day of SEPTEMBER, 1997.

Kelly Brown

NOTARY PUBLIC - KELLY BROWN
COMMISSION EXPIRES: 1/11/00

STATE OF ALABAMA
COUNTY OF MADISON



I, the undersigned, a Notary Public in and for said county and state, hereby certify that CHUCK SISCO, whose name is signed as PRESIDENT of MT. CARMEL ESTATES, INC. to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of this conveyance, HE executed the same voluntarily as and for the act of said corporation on the day the same bears date.

THIS the 10TH day of SEPTEMBER, 1997.

Kelly Brown

NOTARY PUBLIC - KELLY BROWN
COMMISSION EXPIRES: 1/11/00

STATE OF ALABAMA
COUNTY OF MADISON



I, the undersigned, a Notary Public in and for said county and state, hereby certify that MYRON R. WILSON, whose name is signed as PRESIDENT of GATEWAY PROPERTIES, INC. to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of this conveyance, HE executed the same voluntarily as and for the act of said corporation on the day the same bears date.

THIS the 10TH day of SEPTEMBER, 1997.

Kelly Brown

NOTARY PUBLIC - KELLY BROWN
COMMISSION EXPIRES: 1/11/00

BOOK PAGE

0904 0755

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said county and state, hereby certify that WILLIAM ROUSE, whose name is signed as PRESIDENT of ROUSE HOMES, INC. to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of this conveyance, HE executed the same voluntarily as and for the act of said corporation on the day the same bears date.

THIS 10TH day of SEPTEMBER, 1997.



Kelly Brown
NOTARY PUBLIC KELLY BROWN
COMMISSION EXPIRES: 1/11/00

THIS INSTRUMENT PREPARED BY:

DANIEL C. BOSWELL
WOLFE, JONES & BOSWELL
905 Bob Wallace Avenue, Suite 100
Huntsville, AL 35801
(205) 534-2205

STATE OF ALA. MADISON CO
CENTRAL FIELD OFFICE
97 SEP 11 AM 9:10
NOTARY PUBLIC
JUDGE OF PROBATE
MADISON CO

921-815

STATE OF ALA. MADISON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

98 JUN -5 AM 11:30

HTG TAX
HAS BEEN
INSTRUMENT
[Signature]
NOTARY PUBLIC

**SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS
OF
RIVER RUN PHASE II AT MT. CARMEL BY THE RIVER**

**THIS INSTRUMENT PREPARED BY:
DANIEL C. BOSWELL
WOLFE, JONES AND BOSWELL
905 Bob Wallace Ave., Suite 100
Huntsville, Alabama 35801
(205) 534-2205**

**SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS
FOR
RIVER RUN PHASE II AT MT. CARMEL BY THE RIVER**

WHEREAS, heretofore on the 10th day of February, 1995, the undersigned **MT. CARMEL ESTATES, INC.**, an Alabama Corporation, as Declarant, did promulgate and file for record a Declaration of Protective Covenants for **MT. CARMEL ESTATES** a planned residential community, which said Declaration of Protective Covenants is recorded in Deed Book 849, page 213, Amendment of Declaration of Protective Covenants as recorded in Deed Book 859, Page 87 and Supplementary Declaration of Protective Covenants for Mt. Carmel Estates, Phase 3, Now known as Mt. Carmel by the River, more commonly known as River Run, The Lakes, Lake Pointe and Meadow Lake, as recorded in Book 889, page 13 in the Office of the Judge of Probate of Madison County, Alabama, and

WHEREAS, Article IX, Section 1, of said Declaration of Protective Covenants of **MT. CARMEL ESTATES** provides the Declarant may subject additional parcels of real property described in Exhibit "C" of said Declaration and may promulgate Special Parcel Use Restrictions for such additional parcels of real property platted within Mt. Carmel Estates by the filing of such restrictions in the Office of the Judge of Probate of Madison County, Alabama, as provided for in Article IX, Section 2 of said Declaration of Protective Covenants.

NOW, THEREFORE, pursuant to the provisions of Article IX, Section 1 and Article IX, Section 2 of the Declaration of Protective Covenants of **MT. CARMEL ESTATES** as the same are recorded in the Office of the Judge of Probate of Madison County, Alabama, the undersigned Mt. Carmel Estates, Inc., an Alabama Corporation, does by these presents add the following.

All Lots and Blocks in **RIVER RUN PHASE II AT MT. CARMEL BY THE RIVER**, as recorded in Plat Book 36, page 63, In the Office of the Judge of Probate of Madison County, Alabama.

and does make and promulgate the following use restrictions pertaining to the use and enjoyment of the above described added property which includes all the lots of **RIVER RUN PHASE II AT MT. CARMEL BY THE RIVER** according to the plat of said subdivision as shown of record in the Office of the Judge of Probate of Madison County, Alabama, in Plat Book 36, page 63.

ARTICLE VI

Use Restrictions and Rules as recited in Supplementary Declaration of Protective Covenants for Mt. Carmel Estates, Phase 3, now known as Mt. Carmel By The River, more commonly known as River Run, The Lakes, Lake Pointe and Meadow Lake, are hereby adopted by reference in their entirety with the exception as follows:

Section 4. Vehicles. The term "vehicles", as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, recreational vehicles, tractors, mowers, and automobiles. All vehicles shall be parked within garages, driveways or other paved parking areas located on a Lot. Parking in yards is prohibited. No towed vehicle, boat, recreational vehicle, motor home, tractor, mower or commercial vehicle larger than a pick-up truck, or mobile home may be parked or stored except in a garage or in the rear yard of any residence, however, the above referenced vehicles will not be allowed to be parked or stored on any lake lot to include Lots 17-24, Block 1 River Run Phase II at Mt. Carmel by The River, unless the vehicle is in garage.

Section 10. Architectural Standards. Exterior of residence to be seventy percent (70%) brick, except that the Architectural Control Committee shall have the authority to approve a plan that is deemed to architecturally enhance the community but may not meet the minimum

brick requirement. No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until plans and specifications showing at least the nature, kind shape height, materials, and location shall have been submitted in writing to and approved by an Architectural Control Committee established by the Board. These documents shall contain an elevation, a floor plan, specifications and plot plan to be kept on file by the Association. The Board may divide the Architectural Control Committee into two (2) subcommittees, with one (1) subcommittee having jurisdiction over modifications and the other having jurisdiction over new construction. The Board may employ for the Architectural Control Committee architects, engineers, or other persons necessary to enable the Committee to perform its review. The Architectural Control Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified Persons, which shall have full authority to act on behalf of the committee for all matters delegated. Written design guidelines and procedures shall be promulgated for the exercise of this review, which guidelines may provide for a review fee.

In the event that the Architectural Control Committee fails to approve or to disapprove submitted plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with. As a condition of approval under this Section, an Owner, on behalf of himself and his successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Architectural Control Committee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of himself and his successors-in-interest. The Architectural Control Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may record in the appropriate land records a notice of violation naming the violating Owner.

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Control Committee, the members thereof, nor the Association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the Architectural Control Committee, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the Architectural Control Committee, the Board, or the officers, directors, members, employees, and agents of any of them to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given. This shall apply to all phases.

Section 18. Fences. No fence or fencing type barrier or planted screen of any kind shall be placed, erected, allowed or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Architectural Control Committee. All fences on Lots 1-24, Block 1 of RIVER RUN PHASE II AT MT. CARMEL BY THE RIVER shall be wrought iron or cast aluminum material and shall be black in color. All other fences in RIVER RUN PHASE II AT MT. CARMEL BY THE RIVER shall be six (6) foot tall Cedar, Shadow Box Fences stained Glidden Color #9899 Cedar Stain.

Section 25. Minimum Building Size. All residences to be constructed on all Lots and Blocks of RIVER RUN PHASE II AT MT. CARMEL BY THE RIVER shall contain a minimum of two thousand four hundred (2400) square feet of centrally heated living space which space shall specifically exclude, without limitation, open porches, garage and unfinished storage areas. For 1 1/2 to 2-3 story houses, (this does not intend to include or apply to any basements), the minimum square footage is 2,400 square feet of centrally heated living space, with a minimum of 1,400 square feet on the lower level.

Section 33. Grass. Any and all grass located on each lot must never reach a height higher than (6") inches. If the grass is not cut after a ten day notice has been given, it will be cut by the Homeowners Association and a charge will be assessed to the lot owner.

Section 37. Construction Debris and Cleanup. All construction debris, rubbish, trash and garbage shall be regularly removed from lots and shall not be allowed to accumulate. In the event that any builder or owner does not dispose of construction debris in a timely manner, the Declarant shall notify builder or owner, in writing, that debris and trash must be removed or there will be a \$1,000.00 fine imposed upon builder or owner. This fine will be in addition to the charge for removing and disposing of the debris from the lot.

The above set forth use restrictions are in lieu of those certain use restriction pertaining to lot minimum building size requirements, Architectural Standards, Fences, Vehicles and grass restrictions in MT. CARMEL ESTATES as recorded in Deed Book 849, page 213, and amended in Book 859, page 87 and Supplementary Declaration of Protective Covenants for Mt. Carmel Estates, Phase 3, now known as Mt. Carmel by The River, more commonly known as River Run, The Lakes, Lake Pointe and Meadow Lake in the Office of the Probate Judge of Madison County, Alabama, and shall run with the land and become binding upon all owners of lots embraced with RIVER RUN PHASE II AT MT. CARMEL BY THE RIVER, their heirs, successors and assigns. All other use restrictions remain as previously recorded.

IN WITNESS WHEREOF, the undersigned, being the duly appointed officers of Declarant herein, have executed this instrument and affixed the corporate seal this 5th day of June, 1998.

MT. CARMEL ESTATES, INC.

BY: Chuck Sisco

President

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a notary public in and for said county in said state, hereby certify that Chuck Sisco, as President of MT. CARMEL ESTATES, INC., An Alabama 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 5th day of June, 1998.

Kelly Brown
Notary public: Kelly Brown
My commission expires: 1/1/00

AFFIDAVIT

RE: River Run Phase II at Mt. Carmel By The River, as recorded in Plat Book 36 Page 63 in the Office of the Judge of Probate, Madison County, Alabama.

Personally appeared before me, a notary, in and for said county and state, one Nathan G. Johnson, who is known to me and who being duly sworn, deposed and said as follows:

The following items were inadvertently omitted from the recorded plat and should be added:

- 1.) The southern most corner of lot 16 block 1 should be labeled, "Point of Beginning. This Point is North 89 degrees 08 minutes 23 seconds West, 718.49 feet and North 01 degrees 17 minutes 21 seconds East, 55.03 feet from the Center of the South boundary of Section 1, T3S, R1E (bearings based on Grid North)."
- 2.) The southern most corner of lot 16 block 1 should also be labeled, "N 1564843.91, E 462366.30 At East Zone, NAD '83"
- 3.) A note should be added stating, "North Arrow as shown hereon is based on grid North as determined by GPS System and referenced to the Alabama State Plane Coordinate System (East Zone), NAD '83."

Whereas Nathan G. Johnson certified said plat and it is desired of the undersigned Nathan G. Johnson to make this affidavit to correct and clarify the title and certificate.

Nathan G. Johnson

 Nathan G. Johnson, AL Reg. No. 16690

Sworn to and subscribed before me this 14th day of July, 1998.

Jack R. Bales

 Jack R. Bales, Notary Public
 Commission Expires 6/18/2001

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 4.75



THIS INSTRUMENT PREPARED BY

Nathan G. Johnson

 MONTGOMERY, ALABAMA

STATE OF ALA. MADISON CO
 I CERTIFY THIS INSTRUMENT
 WAS FILED IN THE
 OFFICE OF THE JUDGE OF PROBATE
 ON JUL 14 1998
 RECORDED & INDEXED
 RECORDS & TAX HAS DIT
 PD. ON THIS INSTRUMENT
 \$ 1.00
 \$ 0.25
 \$ 3.50
 \$ 4.75
 \$ 1.00
 \$ 2.50
 \$ 4.75

STATE OF ALABAMA

COUNTY OF MADISON

934-1124

AMENDMENT OF PROTECTIVE COVENANTS AND RESTRICTIONS

FOR THE FOLLOWING:

MT. CARMEL ESTATES

MT. CARMEL ESTATES, PHASE THREE, NOW KNOWN AS MT. CARMEL BY THE RIVER
SPRING LAKE OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 4
BALCH ESTATES.

STILLWATER DOWNS OF MT. CARMEL BY THE RIVER, A RESUBDIVISION OF LOT 3
BALCH ESTATES.

RIVER RUN PHASE II AT MT. CARMEL BY THE RIVER

KNOW ALL MEN BY THESE PRESENTS, That Mt. Carmel Estates, Inc. being the
declarant of all of the above mentioned covenants and restrictions filed for record in the Office of the
Judge of Probate of Madison County, Alabama in Deed Book 849, Page 213, Deed Book 859, Page 87,
Deed Book 889, Page 13, Deed Book 899, Page 175, Book 896, Page 655 and Book 921, Page 815.

Whereas, Mt. Carmel Estates, Inc. is desirous of amending said Protective Covenants and
Restrictions under the authority granted it by Article XII, Section 4, of said covenants.

Now, therefore, in consideration of the premises and other good and valuable benefits, the
Protective Covenants and Restrictions for the above named lands are hereby amended as follows:

Article VI Section 18 now reads " six (6) foot tall Cedar, Shadow Box fences" this shall be
changed to read " six (6) foot tall, Shadow Box Fences". All other language in this section shall remain as
is.

Article VI Section 38 shall have the following added to it. If a residence is not completed on a
lot within 24 months from the date of closing on said lot then the lot shall be sold back to the declarant for
the same price that it was purchased for.

In Witness Whereof, the undersigned, being duly appointed officers of Mt. Carmel, Estates, Inc.
have executed this amendment and affixed the corporate seal this the 9th Day of December 1998.

98 DEC 10 10:12:07

Mt. Carmel Estates, Inc

Chuck Sisco

By: Chuck Sisco, President

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1.00
4.75

Attest:

H. David Wall

H. David Wall, Secretary

SWORN TO AND SUBSCRIBED before me this 9th Day of December 1998.

Jennifer Howard
Notary Public
My Commission Expires 2/8/2000

942 - 56

**SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS
OF
SPRING LAKE PHASE II AT MT. CARMEL BY THE RIVER**

STATE OF ALABAMA
COUNTY OF MADISON
99 MAR 30 PM 2:04

**THIS INSTRUMENT PREPARED BY:
D. ALAN MANN
109A North Jefferson Street
Suite 8
Huntsville, Alabama 35801
(256) 519-9900**

**SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS
OF
SPRING LAKE PHASE II AT MT. CARMEL BY THE RIVER**

WHEREAS, heretofore on the 10th day of February, 1995, the undersigned MT. CARMEL ESTATES, INC., an Alabama Corporation, as Declarant, did promulgate and file for record a Declaration of Protective Covenants for MT. CARMEL ESTATES a planned residential community, which said Declaration of Protective Covenants is recorded in Deed Book 849, Page 213, Amendment of Declaration of Protective Covenants as recorded in Deed Book 859, Page 87 and Supplementary Declaration of Protective Covenants for Mt. Carmel Estates, Phase 3, Now known as Mt. Carmel by the River, more commonly known as River Run, The Lakes, Lake Pointe and Meadow Lake, as recorded in Book 889, page 13 in the office of the Judge of Probate of Madison County, Alabama, and

WHEREAS, Article IX, Section 1, of said Declaration of Protective Covenants of MT. CARMEL ESTATES provides the Declarant may subject additional parcels of real property described in Exhibit "C" of said Declaration and may promulgate Special Parcel Use Restrictions for such additional parcels of real property platted within Mt. Carmel Estates by the filing of such restrictions in the Office of the Judge of Probate of Madison County, Alabama, as provided for in Article IX, Section 2, of said Declaration of Protective Covenants.

NOW, THEREFORE, pursuant to the provisions of Article IX, Section 1, and Article IX, Section 2, of the Declaration of Protective Covenants of MT. CARMEL ESTATES as the same are recorded in the Office of the Judge of Probate of Madison County, Alabama, the undersigned Mt. Carmel Estates, Inc., an Alabama Corporation, does by these presents add the following.

All Lots and Blocks in SPRING LAKE PHASE II AT MT. CARMEL BY THE RIVER, as recorded in Plat Book 38, Page 2, in the Office of the Judge of Probate of Madison County, Alabama.

and does make and promulgate the following use restrictions pertaining to the use and enjoyment of the above described added property which includes all the lots of SPRING LAKE PHASE II AT MT. CARMEL BY THE RIVER according to the plat of said subdivision as shown of record in the Office of the Judge of Probate of Madison County, Alabama, in Plat Book 38, Page 2.

ARTICLE VI

Use Restrictions and Rules as recited in Supplementary Declaration of Protective Covenants for Mt. Carmel Estates, Phase 3, now known as Mt. Carmel By The River, more commonly known as River Run, The lakes, Lake Pointe and Meadow Lake, are hereby adopted by reference in their entirety with the exception as follows:

Section 4. Vehicles. The term "vehicles", as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, recreational vehicles, tractors, mowers, and automobiles. All vehicles shall be parked within garages, driveways or other paved parking areas located on a Lot. Parking in yards is prohibited. No towed vehicle, boat, boat, recreational vehicle, motor home, tractor, mower, or commercial vehicle larger than a pick-up truck, or mobile home may be parked or stored except in a garage or in the rear yard of any residence.

Section 10. Architectural Standards. Exterior of residence to be seventy percent (70%) brick, except that the Architectural Control Committee shall have the authority to approve a plan that is deemed to architecturally enhance the community but may not meet the minimum brick requirement. No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except such as installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by an Architectural Control Committee established by the Board. These documents shall contain an elevation, a floor plan, specifications and plot plan to be kept on file by the Association. The Board may divide the Architectural Control Committee into two (2) subcommittees, with one (1) subcommittee having jurisdiction over modifications and the other having jurisdiction over new construction. The Board may employ for the Architectural Control Committee architects, engineers, or other persons necessary to enable the Committee to perform its review. The Architectural Control Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified Persons, which shall have full authority to act on behalf of the committee for all matters delegated. Written design guidelines and procedures shall be promulgated for the exercise of this review, which guidelines may provide for a review fee.

In the event that the Architectural Control Committee fails to approve or to disapprove submitted plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with. As a condition of approval under this Section, an Owner, on behalf of himself and his successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Architectural Control Committee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of himself and his successors-in-interest. The Architectural Control Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may record in the appropriate land records a notice of violation naming the violating Owner.

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Control Committee, the members thereof, nor the Association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the Architectural Control Committee, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgement, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the Architectural Control Committee, the Board, or the officers, directors, members, employees, and agents of any of

them to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connections with any judgement, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given. This shall apply to all phases.

Section 18. Fences. No fence or fencing type barrier or planted screen of any kind shall be placed, erected, allowed or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Architectural Control Committee. All fences on all Lots of SPRING LAKE PHASE II at MT. CARMEL BY THE RIVER shall be six (6) foot tall, Shadow Box Fences stained Glidden Color #9899 Cedar Stain.

Section 25. Minium Building Size. All residences to be constructed on all Lots and Blocks of SPRING LAKE PHASE II at MT. CARMEL BY THE RIVER shall contain a minium of two thousand four hundred (2400) square feet of centrally heated living space which space shall specifically exclude, without limitation, open porches, garage and unfinished storage areas. For 1 ½ to 2-3 story houses, (this does not intend to include or apply to any basements), the minium square footage is 2,400 square feet of centrally heated living space, with a minium of 1,400 square feet on the lower level.

Section 33. Grass. Any and all grass located on each lot must never reach a height higher than (6") inches. If the grass is not cut after a ten day notice has been given, it will be cut by the Homeowners Association and a charge will be assessed to the lot owner.

Section 37. Construction Debris and Cleanup. All construction debris, rubbish, trash and garbage shall be regularly removed from lots and shall not be allowed to accumulate. In the event that any builder or owner does not dispose of construction debris in a timely manner, the Declarant shall notify builder or owner, in writing, that debris and trash must be removed or there will be a \$1,000.00 fine imposed upon builder or owner. This fine will be in addition to the charge for removing and disposing of the debris from the lot.

The above set forth use restrictions are in lieu of those certain use restriction pertaining to lot minium building size requirements, Architectural Standards, Fences, Vehicles, Grass and Construction Debris and Cleanup restrictions in Mt. CARMEL ESTATES as recorded in Deed Book 849, Page 213, and amended in Book 859, Page 87 and as amended in Book 934, Page 1124 and Supplementary Declaration of Protective Covenants for Mt. Carmel Estates, Phase 3, now known as Mt. Carmel by the River, more commonly known as River Run, The Lakes, Lake Pointe and Meadow lake in the Office of the Probate Judge of Madison County, Alabama, and shall run with the land and become binding upon all owners of lots embraced with SPRING LAKE PHASE II AT MT. CARMEL BY THE RIVER, their heirs, successors and assigns. All other use restrictions remain as previously recorded.

IN WITNESS WHEREOF, the undersigned, being the duly appointed officers of Declarant herein, have executed this Instrument and affixed the corporate seal this 24th day of March, 1999.

MT. CARMEL ESTATES INC.

BY: Chuck Sisco
President

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a notary public in and for said county in said state, hereby certify that Chuck Sisco, as President of MT. CARMEL ESTATES, INC., An Alabama 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 24 day of March, 1999.

Jennifer Howard
Notary Public
My Commission Expires: 2/8/2000

37601

STATE OF ALABAMA)
COUNTY OF MADISON)

BOOK PAGE
0999 0611

STATE OF ALABAMA MADISON CO
I CERTIFY THIS INSTRUMENT
WAS FILED ON

01 JUL 18 PM 1:54

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
FOR MT. CARMEL BY THE RIVER

NOTARIAL PUBLIC
I HAVE BEEN
TO OF THIS DISTRICT
OFFICE OF PROBATE

WHEREAS, on the 10th day of February 1995, Mt. Carmel Estates, Inc., an Alabama Corporation, did promulgate and file for record a Declaration of Protective Covenants for Mt. Carmel Estates, a planned residential community, which said Declaration of Protective Covenants is recorded in Deed Book 849 Page 213 and which has been amended on several occasions by Supplementary Declaration of Protective Covenants filed for record in the Office of the Judge of Probate of Madison County Alabama; and

WHEREAS, Article XII Section 4, of said Declaration provides that the Declaration may be amended upon the affirmative vote or written consent or any combination thereof of at least two-thirds (2/3) of the total vote of the Mt. Carmel By The River Homeowners Association, Inc. and that provision the Declaration which reserve or grants special right to the declarant may be amended if declarant no longer owns any property within the community or subject to annexation to the community; and

WHEREAS, the declarant, Mt. Carmel Estates, Inc. owns no property within the community or subject to annexation by the community.

NOW THEREFORE, pursuant to resolutions adopted by a two-thirds (2/3) majority vote of the total membership of the Mt. Carmel By The River Homeowners Association, Inc. the Declaration of Protective Covenants heretofore filed for record in Deed Book 849 Page 213 as supplemented and amended by documents recorded in the Office of the Judge of Probate of Madison County Alabama is hereby amended as follows:

Article II Section 2 of the Declaration of Protective Covenants is hereby amended to read:

Other Property Only the real property described in Section 1 of this Article II is hereby made subject to this declaration; provided, however, by one or more supplementary declarations, the Board of Directors of the Association has the right but not the obligation to subject other real property to this Declaration as here and after provided."

Article IX Section 1 of the Declaration of Protective Covenants is deleted in its entirety.

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Article IX Section 2 of the Declaration of Protective Covenants is hereby amended to read:

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"Other Annexation Subject to the consent of the Owner thereof and an affirmative vote of a majority of the Board of Directors, real property may be annexed to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the county in which the property to be annexed is located a supplementary declaration describing the property being annexed. Any such supplementary declaration shall be signed by the President and Secretary of the Board of Directors of the Association and any such annexation shall be effective upon the filing for record of such supplementary declaration."

Article III Section 1 of the By Laws of the Mt. Carmel By The River Homeowners Association, Inc. is hereby amended to read:

"Article III Section 1: Governing Body Composition The affairs of the association shall be governed by a Board of Directors. Except as provided in Section 2 and Section 5 of this Article, the directors must reside in the community and shall be members or spouses of such members; provided, however, no person and his/her spouse may serve on the Board at the same time."

Article III Section 3 of the By Laws of the Mt. Carmel By The River Homeowners Association, Inc. is hereby amended to read:

"Article III Section 3: The Board shall consist of five (5) members."

Article III Section 5 of the By Laws of the Mt. Carmel By The River Homeowners Association, Inc. is hereby amended to read:

"Article III Section 5: Election and Term of Office The Board of Directors shall consist of five (5) members. Three (3) directors will be appointed by Enfinger Development, Inc. (these directors need not be owners or residence in this community) Enfinger Development, Inc. will have the right to appoint three (3) directors effective the date of an affirmative vote for the amendment of this declaration and for a period of ten (10) years from the date of the first annual meeting following the date of this amendment unless it waives its right to do so.

Two (2) directors will be residents of Mt. Carmel By The River and will serve an initial term of one (1) year from the date of the first annual meeting following their appointment and will be appointed by Enfinger Development, Inc. for their initial term. At the expiration of the first term of office of the appointed directors, each successor shall be elected by a majority vote of the membership of the Association. These directors shall be elected for a term of two (2) years.

In the event that Enfinger Development, Inc. waives its right to appoint three (3) directors or upon the expiration of the ten (10) year period, these three members will be elected by a majority vote of the membership of the association and shall serve for a term of two (2) years."

Mt. Carmel By The River
Homeowner Association, Inc.

By: Jeff Enfinger, President

By: Sandra Steele, Secretary/Treasurer

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a notary public in and for said state and county, hereby certify that Jeff Enfinger and Sandra Steele, in their capacity as President and Secretary/Treasurer respectively of Mt. Carmel By The River Homeowners Association, Inc., and whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, after being first duly informed of the contents of said instrument, they as such officers and with full authority, signed their names voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 14th day of July 2001.

Richard Chesnut
Notary Public
Huntsville, Alabama
My Commission Expires 10-16-2004

Rebecca Lusk
Notary Public

My Commission Expires 10-16-2004



STATE OF ALABAMA)
COUNTY OF MADISON)

BOOK PAGE
0999 0614

STATE OF ALA. MADISON CO
I CERTIFY THIS INSTRUMENT
WAS FILED ON

01 JUL 18 PM 1:55

SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS
FOR RIVER BEND PHASE I AT MT. CARMEL BY THE RIVER
PLAT BOOK 42 PAGE 22

RECORDED & 2
MTG TAX
HAS BEEN
PAID ON THIS
INSTRUMENT
JUDGE OF PROBATE

WHEREAS, heretofore on the 10th day of February 1995, Mt. Carmel Estates, Inc., an Alabama Corporation, did promulgate and file for record a Declaration of Protective Covenants for Mt. Carmel Estates, a planned residential community, which said Declaration of Protective Covenants is recorded in Deed Book 849 Page 213; and

WHEREAS, heretofore on the 8th day of August, 1995, Mt. Carmel Estates, Inc. did promulgate and file for record an Amendment of Protective Covenants and Restrictions for Mt. Carmel Estates, which said amendment is recorded in Deed Book 859 Page 87 in the Office of the Judge of Probate of Madison County Alabama; and

WHEREAS, heretofore on the 21st day of August 1996, Mt. Carmel Estates, Inc. did promulgate and file for record a Supplementary Declaration of Protective Covenants for Mt. Carmel Estates, Phase 3, now known as Mt. Carmel By The River, more commonly known as River Run, The Lakes, Lake Pointe, and Meadow Lake which said Supplementary Declaration is recorded in Deed Book 880 Page 913 in the Office of the Judge of Probate of Madison County Alabama; and

WHEREAS, heretofore on the 5th day of June 1998, Mt. Carmel Estates, Inc. did promulgate and file for record a Supplementary Declaration of Protective Covenants of River Run Phase II at Mt. Carmel By The River which said Supplementary Declaration is recorded in Deed Book 921 Page 815 in the Office of the Judge of Probate of Madison County, Alabama; and

WHEREAS, the Declaration of Protective Covenants as supplemented and amended as aforesaid has been further amended to provide that the Board of Directors of Mt. Carmel By The River Homeowners Association, Inc. with the authority to annex additional parcels of real property described in Exhibit "C" of the original declaration and to promulgate special parcel use restrictions for each additional parcel of real property platted within Mt. Carmel Estates by the filing of such restrictions in the Office of the Judge of Probate of Madison County Alabama; and

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WHEREAS, Regions Bank is the owner of all lots and blocks included within River Bend Phase I at Mt. Carmel By The River and joins in this Supplemental Declaration of Protective Covenants in its capacity as owner;

BOOK PAGE
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NOW THEREFORE, pursuant to the provisions of the Declaration of Protective Covenants as amended by resolution of the Mt. Carmel By The River Homeowners Association, Inc. on June 18, 2001, which said amendment is recorded in the Office of the Judge of Probate of Madison County Alabama in Book 999 Page 611, the undersigned for and on behalf of the Mt. Carmel By The River Homeowners Association, Inc. does by these presents does hereby annex and subject to the jurisdiction of the Association the following:

All lots and blocks in River Bend Phase I at Mt. Carmel By The River as recorded in Plat Book 42 Page 22 in the Office of the Judge of Probate of Madison County Alabama

and does hereby make and promulgate the following use restrictions pertaining to the use and enjoyment of the above described added property which includes all of the lots in River Bend Phase I at Mt. Carmel By The River according to the Plat of said subdivision as shown of record in Plat Book 42 Page 22 in the Office of the Judge of Probate of Madison County Alabama.

ARTICLE VI

Use Restrictions and Rules as recited in Supplementary Declaration of Protective Covenants for River Run II are hereby adopted by reference in their entirety with the exception as follows:

Section 4. Vehicles. The term "vehicles", as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, recreational vehicles, tractors, mowers, and automobiles. All vehicles shall be parked within garages, driveways or other paved parking areas located on a Lot. Parking in yards is prohibited. No towed vehicle, boat, recreational vehicle, motor home, tractor, mower or commercial vehicle larger than a pick-up truck, or mobile home may be parked or stored except in a garage or in the rear yard of any residence, however, the above referenced vehicles will not be allowed to be parked or stored on any lake lot to include Lots 1-17 Block 1 River Bend I at Mt. Carmel by the River, unless the vehicle is in garage.

Section 18. Fences. No fence or fencing type barrier or planted screen of any kind shall be placed, erected, allowed or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Architectural Control Committee. All fences on Lots 1-17, Block 1 and Lots 19-20, Block 1 of River Bend Phase I at MT. CARMEL BY THE RIVER shall be wrought iron or cast aluminum material and shall be either four (4) or six (6) feet high. All other fences within shall be six (6)' high Shadow Box fence style treated pine or cedar, stained Glidden Color #9899 Cedar Stain.

BOOK
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0616

Section 25. Minimum Building Size. All residences to be constructed on all Lots and Blocks of River Bend Phase I at MT CARMEL BY THE RIVER shall contain a minimum of two thousand eight hundred (2800) square feet of centrally heated living space which space shall specifically exclude, without limitation, open porches, garage, and unfinished storage areas. For 1 ½ to 2-3 story houses, (this does not intend to include or apply to any basements), the minimum square footage is 2,800 square feet of centrally heated living space, with a minimum of 1,400 square feet on the lower level.

Section 28. Landscaping and Exterior Color Selections.

1. Approval of the Architectural Control Committee is required before any building is started. All requirements should be submitted in duplicate as a package. The package should include a building plan, site plan, landscape plan, and exterior color scheme, along with the Mt. Carmel by the River Design Submittal Form.

2. Plan submittal will be at the Mt. Carmel by the River HOA Office. Plan approval will be done by the Architectural Control Committee and a fee of \$100.00 will be incurred.

3. All dwellings shall have side or rear entry garages. No front entry garages will be permitted.

4. All chimneys that are on the exterior wall must have either brick or stone on the three exterior sides of the chimney. Interior chimneys may have either a siding or stucco product on all four sides of the chimney.

5. Roofs of dwellings constructed on all of said lots shall be of architectural dimensional grade shingles with no three tab flat shingles. All other roof types by MCHOA Architectural Control Committee special

permission.

6. All dwellings shall have a roof pitch of 8/12 or greater on the main roof area of the home.

BOOK

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0617

I. Guideline for Landscaping Planning:

Purpose. The purpose of this restriction is to promote landscape development of single-family residential lots that will preserve and appreciate the value of the development by promoting a high quality, cohesive level of landscaping. These requirements may be altered or amended at the discretion of the Architectural Control Committee.

1. Existing vegetation and trees should be preserved whenever possible to provide screening and lend an established feeling to the Community.

2. Shrubs should be well distributed, but not necessarily evenly spaced. Shrubs may be used for screening and to minimize the visual impact of driveways and parking areas.

3. Earth berms may be used to create a sense of enclosure and to screen driveways, especially if planted with shrubbery.

4. Unified mulched planting beds edged in materials such as brick, steel or wood look neat longer and their shape is preserved.

5. Exterior building material colors should be considered when selecting flowering trees and shrubs so that colors will not compete with or negate each other.

II. General Landscape Requirements:

1. A landscape plan shall be included as part of the lot development package submittal. This plan will include the entire lot and indicate the following:

a) General information, including date, north arrow, and scale of one inch to no more than fifty feet; all property lines, locations of all easements and rights-of-way; name and telephone numbers of builder

and owner.

BOOK PAGE

b) Construction information, including the locations of buildings, driveways, walks, walls, fences, and terraces. 0999 0618

c) Locations, caliper, species (common name), and intended treatment (move, remove, or save) of existing trees six inches or greater at breast height.

d) A schedule of all new and existing required plants proposed for landscaping, including size (caliper and height, container size, etc.) common names (genus, species, and variety) of trees, shrubs, and ground cover, and type and amount of turf grasses.

2. The front yard of each lot shall be planted with three large trees (4.a, b, c) and two small trees (4.d,e), to include no more than one evergreen. Shrubbery required in the front yard shall be a minimum of 20 three gallon plants and 30 one gallon plants, at least half of which shall be species evergreen in this climate. Shrubs shall be planted in a bed of mulch or ground cover other than turf grass.

3. The rear yard shall be planted with one large tree (4.a, b, c), and two small trees (4.d, e).

4. All proposed trees shall conform to be the minimum size standard listed below, based on American Standards for Nursery Stock, ANSI Z60.1, published by the American Association of Nurserymen and approved by the American National Standards Institute, as follows:

Suggested Large Trees:

a) Type 1, Shade trees, 2.5" caliper, 12' height range - Sugar Maple, Red Maple, Tulip Poplar, Sycamore, Red Oak, White Oak, and Willow Oak.

b) Type 2, Shade trees, 1.5 caliper, 6' to 8' height range - Weeping Willow, Bradford Pear, Golden Rain Tree, Southern Magnolia, Zelkova, River Birch and European Birch.

- c) Type 5, Coniferous Evergreens, 5' to 6' height range - Pine species, Hemlock and Spruce.

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Suggested Smaller Trees:

- d) Type 3, Small upright trees, 1" caliper, 6' to 7' height range - Redbud, Crabapple, Crepe Myrtle, Cherry Laurel, and Flowering Plum.

- e) Type 4, Small spreading trees, 5' to 6' height range - Flowering Dogwood, Star Magnolia, Flowering Cherry, and Japanese Maple.

5. If existing trees meet requirements of this covenant in all respects, required trees of the covenant may be omitted. Each existing tree meeting requirements may count, at the option of the owner, for one of the trees in its required class, provided it:

- a) Is not one of the following species: Boxelder, silver maple, catalpa, cottonwood, camphor, mimosa, chinaberry, princess tree, or Siberian elm.

- b) Has a live crown and is free from serious root, trunk, and crown injury.

- c) Is indicated on the landscaping plan as a tree "to be saved."

- d) Is situated so that it can be incorporated into the landscape with minimal grade, cut, or fill under the drip line of the tree.

6. Ground cover may include shrubs and low-growing plants such as Liriope, English ivy, Periwinkle, and similar material. Ground cover may also include non-living organic material such as bark and pine straw.

7. All trees greater than six inches in diameter at breast heights shall be preserved, unless removal of them is part of an approved plan.

8. All lots must be sodded in the front and sides of the home and 15 ft. from the rear of the home. Irrigation Systems are encouraged. Fescue Sod is recommended.

9. The lot shall be completely landscaped. However, planned natural areas will be allowed provided that the lawn and the natural area ~~book~~ cohesive whole.

PAGE

0999 0620

10. Driveways shall coordinate with topography and existing vegetation to preserve all trees greater than six inches in diameter at breast high. "Straight-in" driveways should be avoided.

11. All landscape plans, when completed, must be signed and approved by the architectural control committee.

12. All landscaping must be completed within three (3) months of the time the home has obtained a certificate of occupancy.


The above set forth use restrictions are in lieu of those certain use restriction pertaining to lot Minimum Building Size requirements, Fences and Vehicles restrictions in Mt. Carmel Estates as recorded in Deed Book 849, page 213, and amended in Book 859, page 87 and Supplementary Declaration of Protective Covenants for Mt. Carmel Estates, Phase 3, now known as Mt. Carmel by the River, more commonly known as River Run, The Lakes, Lake Pointe and Meadow Lake in the Office of the Probate Judge of Madison County, Alabama, and shall run with the land and become binding upon all owners of lots embraced with River Bend Phase I at Mt. Carmel By The River, their heirs, successors and assigns.

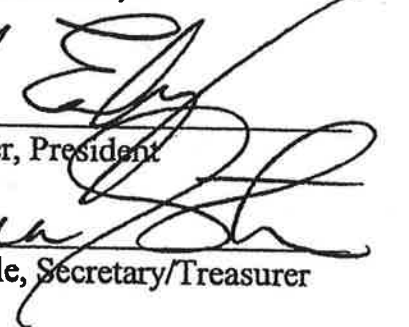
Except as specifically supplemented or amended herein, all other use restrictions as set forth in the Supplementary Declaration of Protective Covenants for River Run Phase II at Mt. Carmel By The River recorded in Deed Book 921 Page 815, shall apply to all lots contained within River Bend Phase I at Mt. Carmel By The River and shall become binding upon all owners of lots embraced within River Bend Phase I at Mt. Carmel By The River, their heirs, successors, and assigns as previously recorded.

In witness whereof, the undersigned, in their capacity as President and Secretary/Treasurer of the Mt. Carmel By The River Homeowners Association, Inc. and as owner of the lots embraced within River Bend Phase I at Mt. Carmel By The River, have executed this instrument on this the 17th day of July, 2001.

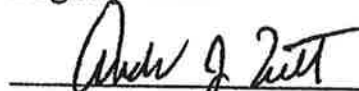
BOOK PAGE
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Mt. Carmel By The River
Homeowner Association, Inc.


By: Jeff Enfinger, President


By: Sandra Steele, Secretary/Treasurer

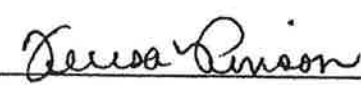
Regions Bank


By: Andrew J. Tutt, President

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a notary public in and for said state and county, hereby certify that Jeff Enfinger and Sandra Steele, in their capacity as President and Secretary/Treasurer respectively of Mt. Carmel By The River Homeowners Association, Inc., and whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, after being first duly informed of the contents of said instrument, they as such officers and with full authority, signed their names voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 17th day of July,
2001.


Notary Public (SEAL)
My Commission Expires:

My Commission Expires 10-19-2004

STATE OF ALABAMA
COUNTY OF MADISON

BOOK PAGE
0999 0622

I, the undersigned, a notary public in and for said state and county, hereby certify that Andrew J. Tutt, in his capacity as President of Regions Bank, and whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, after being first duly informed of the contents of said instrument, he as such officer and with full authority, signed his name voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 17th day of July, 2001.

Deena Benson (SEAL)
Notary Public
My Commission Expires:
My Commission Expires 10-19-2004

THIS INSTRUMENT PREPARED BY
Richard Chesnut
HUNTSVILLE, ALABAMA

STATE OF ALA. MADISON CO
I CERTIFY THIS INSTRUMENT
WAS FILED ON
01 JUL 18 PM 1:55
RECORDED & MTG TAX
& \$ DEED TAX HAS BEEN
& PD ON THIS INSTRUMENT
JUDGE OF PROBATE

BOOK 0008 PAGE 0924

31422

IN THE CIRCUIT COURT FOR MADISON COUNTY, ALABAMA

STATE OF ALA. MADISON CO
RECORDED THIS INSTRUMENT
JUN 18 2001

MT. CARMEL BY THE RIVER
HOMEOWNERS ASSOCIATION, INC.
An Alabama Non Profit Corporation

Plaintiff,

vs.

MT. CARMEL ESTATES INC.,
an Alabama Corporation

Defendant.

Civil Action Number: 01-1255

01 JUN 18 PM 2:37

RECORDED & INDEXED TAX HAS BEEN
PAID ON THIS INSTRUMENT

JUDGE OF PROBATE

FILED IN OFFICE
JUN 18 2001
JANE SMITH
Clerk, Circuit Court Madison Co., AL

NOTICE OF LIS PENDENS

Notice is hereby given that Mt. Carmel By the River Homeowners Association, Inc. commenced a civil action against Mt. Carmel Estates, Inc. on the 18th day of June, 2001, in which the Plaintiff requested a declaratory judgment concerning the Defendant's right to annex and impose restrictions upon the following described property:

Please see Exhibit "C" attached hereto for property description.

In the aforesaid civil action, the Plaintiff requests the Circuit Court of Madison County Alabama to determine that the Defendant Mt. Carmel Estates, Inc. has forfeited the rights granted to the Declarant under the Declaration of Covenants and Restrictions for Mt. Carmel By The River as recorded in The Office of the Judge of Probate of Madison County Alabama in Deed Book 849 Page 213, including the right to unilaterally annex the property described in Exhibit "C" into Mt. Carmel By The River and the right to subject said property to the covenants and restrictions applicable to lots within Mt. Carmel By The River.

Respectfully Submitted,

Richard Chesnut
Richard Chesnut
Attorney for the Plaintiff,

Of Counsel:
BRINKLEY & CHESNUT
307 Randolph Avenue
P.O. Box 2026
Huntsville Alabama 35804
(256) 533-4534

4.00
15.00
1.00
26

EXHIBIT "C"

ALL THAT PART OF SECTION 1, THE SOUTHEAST QUARTER OF SECTION 2, AND THE NORTHEAST QUARTER OF SECTION 11 AND THE NORTHWEST QUARTER OF SECTION 12 ALL IN TOWNSHIP 3 SOUTH RANGE 1 EAST, MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE QUARTER SECTION LINE 9.00 CHAINS EAST FROM THE CENTER OF SECTION 11, TOWNSHIP 3, RANGE 1 EAST; THENCE NORTH 60.60 CHAINS TO THE CENTER OF THE OLD BELL FACTORY ROAD; THENCE ALONG THE CENTER OF SAID ROAD NORTH 67 DEGREES EAST 63.50 CHAINS TO AN ANGLE IN SAID ROAD; THENCE CONTINUE IN SAID ROAD SOUTH 86 1/4 DEGREES EAST 16 CHAINS TO THE CENTER OF FLINT RIVER; THENCE DOWN THE CENTER OF FLINT RIVER AS IT MEANDERS AS FOLLOWS: SOUTH 11 1/4 DEGREES EAST 8.91 CHAINS; SOUTH 7 3/4 DEGREES WEST 20.07 CHAINS; SOUTH 21 3/4 DEGREES WEST 7.69 CHAINS; SOUTH 41 1/4 DEGREES WEST 1.60 CHAINS TO THE INTERSECTION OF THE CENTER OF SAID RIVER WITH THE NORTH AND SOUTH QUARTER SECTION LINE OF SECTION 1, WHICH POINT IS 32.15 CHAINS SOUTH FROM THE CENTER OF SAID SECTION 1, THENCE CONTINUE SOUTH ON SAID LINE 8.07 CHAINS TO THE CENTER OF THE SOUTH BOUNDARY OF SAID SECTION; THENCE WITH THE SECTION LINE WEST 7.15 CHAINS TO THE CENTER OF FLINT RIVER; THENCE DOWN SAID RIVER AS IT MEANDERS AS FOLLOWS: SOUTH 33 1/2 DEGREES WEST 32.50 CHAINS; SOUTH 83 DEGREES WEST 14.60 CHAINS TO THE INTERSECTION OF THE CENTER OF SAID RIVER WITH THE WEST BOUNDARY OF SECTION 12, WHICH POINT IS 29.25 CHAINS SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION; THENCE WITH THE SECTION LINE SOUTH 10.98 CHAINS TO THE CENTER OF THE WEST BOUNDARY OF SAID SECTION 12; THENCE ALONG THE QUARTER SECTION WEST 31.50 CHAINS TO THE SOUTHEAST CORNER OF LANDS FORMERLY OWNED BY SAMUEL DOUGLASS, WHICH IS THE POINT OF BEGINNING AND CONTAINING A TOTAL AREA IN ALL OF THE LANDS ABOVE DESCRIBED OF 454.49 ACRES, EXCEPTING THEREFROM: A TRACT IN THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, CONTAINING 2 ACRES, WHICH WAS SOLD BY JOHN L. FARRIS TO DR. WILLIAM F. JORDAN, MARCH 1, 1883, AS OF RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, IN DEED BOOK KKK, PAGE 360, LEAVING A NET AREA OF 452.49 ACRES, MORE OR LESS.

AND ALSO:

A TRACT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2, AND THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA, LYING ADJACENT TO AND IMMEDIATELY WEST OF THE ABOVE DESCRIBED TRACT WHICH IS PARTICULARLY DESCRIBED AS BEGINNING AT A STAKE IN THE CENTER OF SECTION 11, TOWNSHIP 3, RANGE 1 EAST; THENCE EAST 9 CHAINS TO A STAKE; THENCE NORTH 60 CHAINS IN THE CENTER OF THE OLD BELL FACTORY ROAD; THENCE SOUTH 71 DEGREES WEST ALONG THE CENTER LINE OF SAID OLD BELL FACTORY ROAD 9.85 CHAINS TO A POINT ON THE WEST BOUNDARY OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 EAST, THENCE SOUTH ALONG THE WEST BOUNDARY OF THE SOUTHEAST QUARTER OF SAID SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 EAST AND ALONG THE WEST BOUNDARY OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3

50827

IN THE CIRCUIT COURT FOR MADISON COUNTY, ALABAMA

STATE OF ALA. MADISON CO. INSTRUMENT

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BOOK 1004 PAGE 0495

RECORDED & \$ MTG TAX & \$ DEED TAX HAS BEEN PD ON THIS INSTRUMENT

JUDGE OF PROBATE

MT. CARMEL BY THE RIVER HOMEOWNERS ASSOCIATION, INC. An Alabama Non Profit Corporation

Plaintiff,

vs.

Civil Action Number: CV01-1255EDF

MT. CARMEL ESTATES INC., an Alabama Corporation

Defendant.

JANE SMITH CIRCUIT CLERK DIVISION MADISON COUNTY, ALABAMA

01 SEP 17 AM 127

FILED IN OFFICE

FINAL ORDER AND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANT

THIS CAUSE coming on to be heard on the motion of the Plaintiff for a default judgment pursuant to Rule 55(b)(2) of the Alabama Rules of Civil Procedure. The Defendant having been duly served with a summons and complaint, and not being an infant or an unrepresented incompetent person and having failed to plead or otherwise defend, and this default having been duly entered and the Defendant having taken no proceeding since default was entered, the Court is of the opinion that said default should be granted.

This Cause further coming on to be heard on evidence presented by the Plaintiff at an Evidentiary Hearing on September 7, 2001, and the Court having found that the Defendant Mt. Carmel Estates, Inc. has ceased to function as a business entity and has lost all of its proprietary or pecuniary interest in the subdivision known as Mt. Carmel By The River; it is therefore,

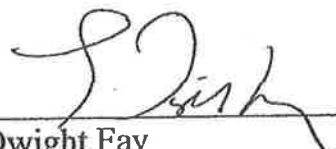
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ORDERED, ADJUDGED and DECREED that the rights, duties, and obligations of Mt. Carmel Estates, Inc. in its capacity as Declarant as defined and created in the Declaration of Protective Covenants for Mt. Carmel Estates, recorded February 10, 1995, in Deed Book 849 Page 213 in the Office of the Judge of Probate of Madison County Alabama have been forfeited and that the Defendant is permanently enjoined from assuming or exercising any of the rights, duties, and obligations of said Declarant. It is further,

ORDERED, ADJUDGED, and DECREED that this Order shall be recorded in the Office of the Judge of Probate of Madison County, Alabama and shall become an amendment to the Declaration of Protective Covenants heretofore filed by Mt. Carmel Estate for the purposes as stated herein. It is further,

ORDERED, ADJUDGED, and DECREED that costs of this action be taxed as paid.

DONE and ENTERED this the 17 of Sept, 2001.



E. Dwight Fay
Circuit Judge

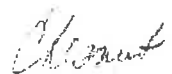
STATE OF ALA. MADISON CO.
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JUDGE OF PROBATE

STATE OF ALABAMA
MADISON COUNTY

IN THE CIRCUIT COURT
CASE NO. CV01-1255

Jane Smith, Clerk of the Circuit Court of Madison County, Alabama hereby certify that this is a full true and correct copy of the original record, as the same appears of record and now on file in this office.
Witness my hand this the 25th day of Sept, 2001

Jane Smith
CLERK CIRCUIT COURT



1011-342
STATE OF ALABAMA)
COUNTY OF MADISON)

STATE OF ALA. MADISON CO
I CERTIFY THIS INSTRUMENT
WAS FILED ON

02 JAN -2 PM 3:52

SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS LITG TAX
FOR RIVER LAKE FARMS OF MT. CARMEL BY THE RIVER HAS BEEN
AS DESCRIBED HEREIN INSTRUMENT

JUDGE OF PROBATE

WHEREAS, heretofore on the 10th day of February 1995, Mt. Carmel Estates, Inc., an Alabama Corporation, did promulgate and file for record a Declaration of Protective Covenants for Mt. Carmel Estates, a planned residential community, which said Declaration of Protective Covenants is recorded in Deed Book 849 Page 213; and

WHEREAS, heretofore on the 8th day of August, 1995, Mt. Carmel Estates, Inc. did promulgate and file for record an Amendment of Protective Covenants and Restrictions for Mt. Carmel Estates, which said amendment is recorded in Deed Book 859 Page 87 in the Office of the Judge of Probate of Madison County Alabama; and

WHEREAS, heretofore on the 21st day of August 1996, Mt. Carmel Estates, Inc. did promulgate and file for record a Supplementary Declaration of Protective Covenants for Mt. Carmel Estates, Phase 3, now known as Mt. Carmel By The River, more commonly known as River Run, The Lakes, Lake Pointe, and Meadow Lake which said Supplementary Declaration is recorded in Deed Book 880 Page 913 in the Office of the Judge of Probate of Madison County Alabama; and

WHEREAS, heretofore on the 5th day of June 1998, Mt. Carmel Estates, Inc. did promulgate and file for record a Supplementary Declaration of Protective Covenants of River Run Phase II at Mt. Carmel By The River which said Supplementary Declaration is recorded in Deed Book 921 Page 815 in the Office of the Judge of Probate of Madison County, Alabama; and

WHEREAS, heretofore on the 18th day of July 2001, Mt. Carmel Estates, Inc. did promulgate and file for record a Supplementary Declaration of Protective Covenants of River Bend Phase I at Mt. Carmel By The River which said Supplementary Declarations is recorded in Deed Book 999 Page 614 in the Office of the Judge of Probate of Madison County, Alabama; and

WHEREAS, the Declaration of Protective Covenants as supplemented and amended as aforesaid has been further amended to provide that the Board of Directors of Mt. Carmel By The River Homeowners Association, Inc. with the authority to annex additional parcels of real property described in Exhibit "C" of the original declaration and to promulgate

special parcel use restrictions for each additional parcel of real property platted within Mt. Carmel Estates by the filing of such restrictions in the Office of the Judge of Probate of Madison County Alabama; and

WHEREAS, First American Bank is the lien holder on the property described herein and joins in this Supplemental Declaration of Protective Covenants in its capacity as such lien holder;

NOW THEREFORE, pursuant to the provisions of the Declaration of Protective Covenants as amended by resolution of the Mt. Carmel By The River Homeowners Association, Inc. on June 18, 2001, which said amendment is recorded in the Office of the Judge of Probate of Madison County Alabama in Book 999 Page 611 and pursuant to the Final Order and Amendment to Declaration of Protective Covenants entered in case number CV01-1255, filed in the Office of the Judge of Probate of Madison County, Alabama on the 25th day of September 2001, in Book 1004 Page 495, the undersigned for and on behalf of the Mt. Carmel By The River Homeowners Association, Inc. does by these presents does hereby annex and subject to the jurisdiction of the Association the following:

All tracts in River Lake Farms of Mt. Carmel By The River consisting of 3 tracts described in Exhibit "A" attached hereto and incorporated by reference as if fully set out herein.

and does hereby make and promulgate the following use restrictions pertaining to the use and enjoyment of the above described added property.

ARTICLE VI

Use Restrictions and Rules as recited in Supplementary Declaration of Protective Covenants for River Bend Phase I are hereby adopted by reference in their entirety with the exception as follows:

Section 4. Vehicles. The term "vehicles", as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, recreational vehicles, tractors, mowers, and automobiles. All vehicles shall be parked within garages, driveways or other paved parking areas located on a Tract. Parking in yards is prohibited. No towed vehicle, boat, recreational vehicle, motor home, tractor, mower or commercial vehicle larger than a pick-up truck, or any mobile home may be parked or stored except in a garage.

Section 7. Animals and Pets. No animal, livestock or poultry of any kind may be raised, bred, kept or permitted on any Tract with exception of horses, dogs, cats or other usual and common household pets in a reasonable number, as determined by the Board; provided however, those pets which are permitted to roam free, or in the sole discretion of the Board, endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners or Occupants or the owner of any property located adjacent to the Community may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside be on a leash or otherwise confined in a manner acceptable to the Board. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Community. Animal Control Authorities shall be permitted to enter the Community to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by Law. Horses shall be limited to a maximum of two on Tract 1 and Tract 2 and three on Tract 3. Horses shall be contained in a properly fenced area with sufficient enough area for pasture as determined by the Board or as required by Law.

Section 18. Fences. No fence or fencing type barrier or planted screen of any kind shall be placed, erected, allowed or maintained upon any portion of the Community, including any Tract, without the prior written consent of the Architectural Control Committee. The ACC Committee for Mt. Carmel by the River HOA must approve fencing. While privacy fencing will not be allowed around the perimeter of any tract, some privacy fencing may be used to screen areas behind the home. No privacy fencing will be allowed adjacent to any Lake or Common Areas. All board fencing must be white vinyl or PVC.

Section 25. Minimum Building Size. All residences to be constructed on all Lots River Lakes Farms of Mt. Carmel By The River shall contain a minimum of three thousand (3000) square feet of centrally heated living space which space shall specifically exclude, without limitation, open porches, garage, and unfinished storage areas. For 1 ½ to 2-3 story houses, (this does not intend to include or apply to any basements), the minimum square footage is 3,000 square feet of centrally heated living space, with a minimum of 1,400 square feet on the lower level.

Section 28. Landscaping and Exterior Color Selections.

1. Approval of the Architectural Control Committee is required before any building is started. All requirements should be submitted in duplicate as a package. The package should include a building plan, site plan, landscape plan, and exterior color scheme, along with the Mt. Carmel by the River Design Submittal Form.

2. Plan submittal will be at the Mt. Carmel by the River HOA Office. Plan approval will be done by the Architectural Control Committee and a fee of \$100.00 will be incurred.

3. All dwellings must be a minimum of 60% brick, stone or masonry product with a minimum of 30% per side. All foundations must be brick or stone.

4. All dwellings shall a minimum of two car attached garage. Attached Garages shall be side or rear entry. Although front entry detached garages are discouraged, due to the size of these Tracts, the ACC of Mt. Carmel by the River HOA may approve front entry garages if the orientation of the garage does not detract from the overall appearance of the community.

5. All chimneys that are on the exterior wall must have either brick or stone on the three exterior sides of the chimney. Interior chimneys may have either a siding or stucco product on all four sides of the chimney.

6. Roofs of dwellings constructed on all of said tracts shall be of architectural dimensional grade shingles with no three tab flat shingles. All other roof types by MCHOA Architectural Control Committee special permission.

7. All dwellings shall have a roof pitch of 8/12 or greater on the main roof area of the home.

I. Guideline for Landscaping Planning:

Purpose. The purpose of this restriction is to promote landscape development of single-family residential lots that will preserve and appreciate the value of the development by promoting a high quality, cohesive level of landscaping. These requirements may be altered or amended at the discretion of the

Architectural Control Committee.

1. Existing vegetation and trees should be preserved whenever possible to provide screening and lend an established feeling to the Community.

2. Shrubs should be well distributed, but not necessarily evenly spaced. Shrubs may be used for screening and to minimize the visual impact of driveways and parking areas.

3. Earth berms may be used to create a sense of enclosure and to screen driveways, especially if planted with shrubbery.

4. Unified mulched planting beds edged in materials such as brick, steel or wood look neat longer and their shape is preserved.

5. Exterior building material colors should be considered when selecting flowering trees and shrubs so that colors will not compete with or negate each other.

II. General Landscape Requirements:

1. A landscape plan shall be included as part of the tract development package submittal. This plan will include the entire tract and indicate the following:

a) General information, including date, north arrow, and scale of one inch to no more than fifty feet; all property lines, locations of all easements and rights-of-way; name and telephone numbers of builder and owner.

b) Construction information, including the locations of buildings, driveways, walks, walls, fences, and terraces.

c) Locations, caliper, species (common name), and intended treatment (move, remove, or save) of existing trees six inches or greater at breast height.

d) A schedule of all new and existing required plants proposed for landscaping, including size (caliper and height, container size, etc.)

common names (genus, species, and variety) of trees, shrubs, and ground cover, and type and amount of turf grasses.

2. The front yard of each lot shall be planted with three large trees (4.a, b, c) and two small trees (4.d,e), to include no more than one evergreen. Shrubbery required in the front yard shall be a minimum of 20 three gallon plants and 30 one gallon plants, at least half of which shall be species evergreen in this climate. Shrubs shall be planted in a bed of mulch or ground cover other than turf grass.

3. The rear yard shall be planted with one large tree (4.a, b, c), and two small trees (4.d, e).

4. All proposed trees shall conform to be the minimum size standard listed below, based on American Standards for Nursery Stock, ANSI Z60.1, published by the American Association of Nurserymen and approved by the American National Standards Institute, as follows:

Suggested Large Trees:

- a) Type 1, Shade trees, 2.5" caliper, 12' height range - Sugar Maple, Red Maple, Tulip Poplar, Sycamore, Red Oak, White Oak, and Willow Oak.
- b) Type 2, Shade trees, 1.5 caliper, 6' to 8' height range - Weeping Willow, Bradford Pear, Golden Rain Tree, Southern Magnolia, Zelkova, River Birch and European Birch.
- c) Type 5, Coniferous Evergreens, 5' to 6' height range - Pine species, Hemlock and Spruce.

Suggested Smaller Trees:

- d) Type 3, Small upright trees, 1" caliper, 6' to 7' height range - Redbud, Crabapple, Crepe Myrtle, Cherry Laurel, and Flowering Plum.
- e) Type 4, Small spreading trees, 5' to 6' height range - Flowering Dogwood, Star Magnolia, Flowering Cherry, and Japanese Maple.

5. If existing trees meet requirements of this covenant in all respects, required trees of the covenant may be omitted. Each existing tree meeting requirements may count, at the option of the owner, for one of the trees in its required class, provided it:

- a) Is not one of the following species: Boxelder, silver maple, catalpa, cottonwood, camphor, mimosa, chinaberry, princess tree, or Siberian elm.
- b) Has a live crown and is free from serious root, trunk, and crown injury.
- c) Is indicated on the landscaping plan as a tree "to be saved."
- d) Is situated so that it can be incorporated into the landscape with minimal grade, cut, or fill under the drip line of the tree.

6. Ground cover may include shrubs and low-growing plants such as Liriope, English ivy, Periwinkle, and similar material. Ground cover may also include non-living organic material such as bark and pine straw.

7. All trees greater than six inches in diameter at breast heights shall be preserved, unless removal of them is part of an approved plan.

8. Tracts 1 and 2 must have sod in the front yard. Irrigation Systems are encouraged. Fescue Sod is recommended. Tract 3 must have sod beginning at the West property line that continues across the lot a minimum of 200 ft. but no less than 20 ft. beyond the Eastern corner of the house, and goes to the front corner of the house. Rear yards shall be seed and straw a minimum of 100 feet behind the dwelling.

9. Driveways shall coordinate with topography and existing vegetation to preserve all trees greater than six inches in diameter at breast high. "Straight-in" driveways should be avoided.

10. All landscape plans, when completed, must be signed and approved by the architectural control committee.

11. All landscaping must be completed within three (3) months of the time the home has obtained a certificate of occupancy.

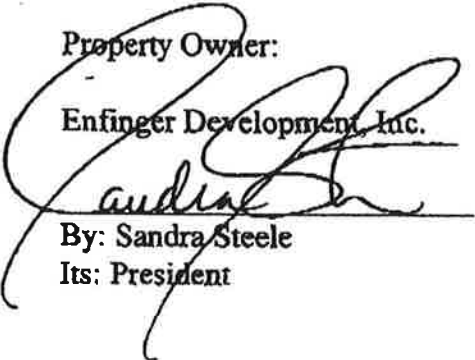
The above set forth use restrictions are in lieu of those certain use restriction pertaining to lot Minimum Building Size requirements, Fences and Vehicles restrictions in Mt. Carmel Estates as recorded in Deed Book 849, page 213, and amended in Book 859, page 87 and Supplementary Declaration of Protective Covenants for Mt. Carmel Estates, Phase 3, now known as Mt. Carmel by the River, more commonly known as River Run, The Lakes, Lake Pointe and Meadow Lake in the Office of the Probate Judge of Madison County, Alabama, and shall run with the land and become binding upon all owners of lots embraced with River Lake Farms of Mt. Carmel By The River as described herein, their heirs, successors and assigns.

Except as specifically supplemented or amended herein, all other use restrictions as set forth in the Supplementary Declaration of Protective Covenants for River Bend Phase I recorded in Deed Book 999 Page 614, shall apply to all lots contained within River Lake Farms of Mt. Carmel By The River as described herein, and shall become binding upon all owners of lots embraced within River Lake Farms of Mt. Carmel By The River as described herein, their heirs, successors, and assigns as previously recorded.

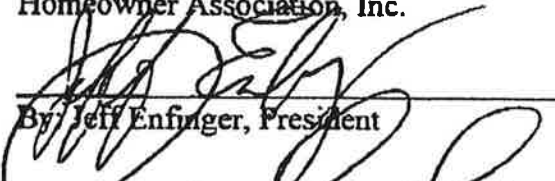
In witness whereof, the undersigned, in their capacity as President and Secretary/Treasurer of the Mt. Carmel By The River Homeowners Association, Inc. and as owner of the lots embraced within River Lake Farms of Mt. Carmel By The River as described herein, have executed this instrument on this the 21 day of September, 2001.

Property Owner:

Enfinger Development, Inc.



By: Sandra Steele
Its: President

Mt. Carmel By The River
Homeowner Association, Inc.


By: Jeff Enfinger, President


By: Sandra Steele, Secretary/Treasurer

First American Bank


By: Evans Quinlivan, President

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a notary public in and for said state and county, hereby certify that Jeff Enfinger and Sandra Steele, in their capacity as President and Secretary/Treasurer respectively of Mt. Carmel By The River Homeowners Association, Inc., and whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, after being first duly informed of the contents of said instrument, they as such officers and with full authority, signed their names voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 21 day of December,
2001.

Kevin D. Smith (SEAL)
Notary Public

My Commission Expires: *My Commission Expires 10-19-2004*

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a notary public in and for said state and county, hereby certify that Evans Quinlivan, in his capacity as President of First American Bank, and whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, after being first duly informed of the contents of said instrument, he as such officer and with full authority, signed his name voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 21 day of December,
2001.

Deborah M. Hoffman (SEAL)
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES 7-14-2002

State of Alabama)
Madison County)

TRACT 1

A portion of Lot 4, according to the plat of survey of the Balch Estate, as recorded in Plat Book 22, Page 65 in the Office of the Judge of Probate, Madison County, Alabama, and being a part of the West Half of Section 1, Township 3 South, Range 1 East of the Huntsville Meridian, more particularly described as:

Commencing at the Center of the North Boundary of Section 2, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama; thence South 71 degrees 23 minutes 36 seconds East, 63.03 feet to the east right-of-way margin of Homer Nance Road and being the northwest corner of Lot 1 of the Balch Estate, as recorded in Plat Book 22, Page 65 in the Office of the Judge of Probate, Madison County, Alabama; thence along said right-of-way margin South 00 degrees 42 minutes 52 seconds West, 2240.49 feet to a point; thence continuing along said right-of-way margin South 00 degrees 46 minutes 57 seconds West, 915.75 feet to a 1/2-inch capped iron rebar (stamped Johnson CA#0193LS) at the northwest corner of Lot 4 of the Balch Estate and also the center of a 200-foot wide TVA Transmission Line Easement; thence leaving the right-of-way margin for Homer Nance Road and run along the northern margin of said Lot 4 of the Balch Estate and the center of said TVA easement North 68 degrees 09 minutes 15 seconds East, 3639.10 feet to point; thence South 21 degrees 33 minutes 48 seconds East, 100.84 feet to a 1/2-inch capped iron rebar (stamped Johnson CA#0193LS) located on the southern margin of said TVA easement and being the true Point of Beginning; thence leaving said TVA easement and continue South 21 degrees 33 minutes 48 seconds East, 806.55 feet to a 1/2-inch capped iron rebar (stamped Johnson CA#0193LS) located on the northern right-of-way margin of Mt. Carmel Road; thence along said road margin South 68 degrees 26 minutes 12 seconds West, 215.00 feet to a 1/2-inch capped iron rebar (stamped Johnson CA#0193LS); thence leaving the right-of-way margin of said Mt. Carmel Road North 23 degrees 04 minutes 34 seconds West, 805.60 feet to a 1/2-inch capped iron rebar (stamped Johnson CA#0193LS) located on the southern margin of said TVA Transmission Line Easement; thence along the southern margin of said TVA easement North 68 degrees 08 minutes 14 seconds East, 236.27 feet to the Point of Beginning and containing 4.17 acres (181,853 square feet), more or less.

Subject to: easements and restrictions as noted on the record plat of the Balch Estate, as recorded in Plat Book 22, Page 65 in the Office of the Judge of Probate, Madison County, Alabama, along with restrictions and restrictive covenants as described in Deed Book 822, Page 414; Deed Book 849, Page 214; Deed Book 859, Page 887; and Deed Book 934, Page 1124; and any other easements, restrictions, or rights-of-way which may or may not be of record.

State of Alabama)
Madison County)

TRACT 2

A portion of Lot 4, according to the plat of survey of the Balch Estate, as recorded in Plat Book 22, Page 65 in the Office of the Judge of Probate, Madison County, Alabama, and being a part of the Northwest Quarter of Section 1, Township 3 South, Range 1 East of the Huntsville Meridian, more particularly described as:

Commencing at the Center of the North Boundary of Section 2, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama; thence South 71 degrees 23 minutes 36 seconds East, 63.03 feet to the east right-of-way margin of Homer Nance Road and being the northwest corner of Lot 1 of the Balch Estate, as recorded in Plat Book 22, Page 65 in the Office of the Judge of Probate, Madison County, Alabama; thence along said right-of-way margin South 00 degrees 42 minutes 52 seconds West, 2240.49 feet to a point; thence continuing along said right-of-way margin South 00 degrees 46 minutes 57 seconds West, 915.75 feet to a 1/2-inch capped iron rebar (stamped Johnson CA#0193LS) at the northwest corner of Lot 4 of the Balch Estate and also the center of a 200-foot wide TVA Transmission Line Easement; thence leaving the right-of-way margin for Homer Nance Road and run along the northern margin of said Lot 4 of the Balch Estate and the center of said TVA easement North 68 degrees 09 minutes 15 seconds East, 3639.10 feet to point; thence South 21 degrees 33 minutes 48 seconds East, 100.84 feet to a 1/2-inch capped iron rebar (stamped Johnson CA#0193LS) located on the southern margin of said TVA easement and being the true Point of Beginning; thence leaving said TVA easement and continue South 21 degrees 33 minutes 48 seconds East, 806.55 feet to a 1/2-inch capped iron rebar (stamped Johnson CA#0193LS) located on the northern right-of-way margin of Mt. Carmel Road; thence along said road margin North 68 degrees 26 minutes 12 seconds East, 215.00 feet to a 1/2-inch capped iron rebar (stamped Johnson CA#0193LS); thence leaving the right-of-way margin of said Mt. Carmel Road North 21 degrees 33 minutes 48 seconds West, 807.68 feet to a 1/2-inch capped iron rebar (stamped Johnson CA#0193LS) located on the southern margin of said TVA Transmission Line Easement; thence along the southern margin of said TVA easement South 68 degrees 08 minutes 14 seconds West, 215.00 feet to the Point of Beginning and containing 3.98 acres (173,530 square feet), more or less.

Subject to: easements and restrictions as noted on the record plat of the Balch Estate, as recorded in Plat Book 22, Page 65 in the Office of the Judge of Probate, Madison County, Alabama, along with restrictions and restrictive covenants as described in Deed Book 822, Page 414; Deed Book 849, Page 214; Deed Book 859, Page 867; and Deed Book 934, Page 1124; and any other easements, restrictions, or rights-of-way which may or may not be of record.

State of Alabama)
Madison County)

TRACT 3

A portion of Lot 4, according to the plat of survey of the Balch Estate, as recorded in Plat Book 22, Page 65 in the Office of the Judge of Probate, Madison County, Alabama, and being a part of the Northwest Quarter of Section 1, Township 3 South, Range 1 East of the Huntsville Meridian, more particularly described as:

Commencing at the Center of the North Boundary of Section 2, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama; thence South 71 degrees 23 minutes 36 seconds East, 63.03 feet to the east right-of-way margin of Homer Nance Road and being the northwest corner of Lot 1 of the Balch Estate, as recorded in Plat Book 22, Page 65 in the Office of the Judge of Probate, Madison County, Alabama; thence along said right-of-way margin South 00 degrees 42 minutes 52 seconds West, 2240.49 feet to a point; thence continuing along said right-of-way margin South 00 degrees 46 minutes 57 seconds West, 915.75 feet to a 1/2-inch capped iron rebar (stamped Johnson CA#0193LS) at the northwest corner of Lot 4 of the Balch Estate and also the center of a 200-foot wide TVA Transmission Line Easement; thence leaving the right-of-way margin for Homer Nance Road and run along the northern margin of said Lot 4 of the Balch Estate and the center of said TVA easement North 68 degrees 09 minutes 15 seconds East, 3639.10 feet to point; thence South 21 degrees 33 minutes 48 seconds East, 100.84 feet to a 1/2-inch capped iron rebar (stamped Johnson CA#0193LS) located on the southern margin of said TVA easement; thence along the southern margin of said TVA easement North 68 degrees 08 minutes 14 seconds East 215.00 feet to the true Point of Beginning; thence leaving said TVA easement and continue South 21 degrees 33 minutes 48 seconds East, 807.68 feet to a 1/2-inch capped iron rebar (stamped Johnson CA#0193LS) located on the northern right-of-way margin of Mt. Carmel Road; thence along said road margin North 68 degrees 26 minutes 12 seconds East, 580.78 feet to a 1/2-inch capped iron rebar (stamped Johnson CA#0193LS); thence leaving the right-of-way margin of said Mt. Carmel Road North 21 degrees 33 minutes 48 seconds West, 810.71 feet to a 1/2-inch capped iron rebar (stamped Johnson CA#0193LS) located on the southern margin of said TVA Transmission Line Easement; thence along the southern margin of said TVA easement South 68 degrees 08 minutes 14 seconds West, 580.78 feet to the Point of Beginning and containing 10.79 acres (469,962 square feet), more or less.

Subject to: easements and restrictions as noted on the record plat of the Balch Estate, as recorded in Plat Book 22, Page 65 in the Office of the Judge of Probate, Madison County, Alabama, along with restrictions and restrictive covenants as described in Deed Book 822, Page 414; Deed Book 849, Page 214; Deed Book 859, Page 887; and Deed Book 934, Page 1124; and any other easements, restrictions, or rights-of-way which may or may not be of record.

1038-20

STATE OF ALABAMA)

COUNTY OF MADISON)

03 JAN 10 PM 4:05

RATIFICATION OF PLAT

THE MEADOWS AT MT. CARMEL BY THE RIVER
PLAT BOOK 44 PAGE 90

KNOW ALL MEN by these presence that,

WHEREAS, the Plat of The Meadows at Mt. Carmel By The River was filed for record in the Office of the Judge of Probate of Madison County Alabama on Oct 25, 2002, and recorded in Plat Book 44, Page 90; and

WHEREAS, at the time of the recordation of said Plat, First American Bank was the owner of a mortgage encumbering the lands embraced within The Meadows at Mt. Carmel By The River; and

WHEREAS, First American Bank desires to ratify and confirm said plat.

NOW THEREFORE, in consideration of the premises and consideration of other good and valuable consideration received by the undersigned, the receipt and sufficiency of which is hereby acknowledged, the undersigned First American Bank does hereby consent to the recordation and does by these presence ratify and confirm the Plat of The Meadows at Mt. Carmel By The River as recorded in Plat Book 44, Page 90, in the Office of the Judge of Probate of Madison County Alabama.

Done and entered this the 10th day of January, 2003.

First American Bank
Todd Whetstone, VP
By: Todd Whetstone, VP

STATE OF ALABAMA

COUNTY OF MADISON

Todd Whetstone In the undersigned, a notary public in and for said state and county, hereby certify that Todd Whetstone, in his capacity as VP of First American Bank, and whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, after being first duly informed of the contents of said instrument, he as such officer and with full authority, signed his name voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 10th day of January, 2003.

Michelle [Signature]
Notary Public
1/12/03

STATE OF ALABAMA)
COUNTY OF MADISON)

BOOK PAGE
1040 0661

12223

RATIFICATION OF RESTRICTIONS

THE MEADOWS AT MT. CARMEL BY THE RIVER
PLAT BOOK 44 PAGE 90

KNOW ALL MEN by these presents that,

WHEREAS, the Plat of The Meadows at Mt. Carmel By The River was filed for record in the Office of the Judge of Probate of Madison County Alabama on October 25, 2003, and recorded in Plat Book 44, Page 90; and

WHEREAS, the Supplemental Declaration of Protective Covenants for The Meadows at Mt. Carmel by the River were signed and filed on January 10, 2003; and

WHEREAS, DONALD CHARLES BARNES and wife, CATHY ANN BARNES, the owners of Lot 7, Block 2, according to the final plat of THE MEADOWS at Mt. Carmel by the River desire to ratify and confirm said restrictions;

WHEREAS, the undersigned desire to be a part of the Mt. Carmel Owners Association.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration received by the undersigned, the receipt and sufficiency of which is hereby acknowledged, the undersigned Donald Charles Barnes and wife, Cathy Ann Barnes do hereby affirm, ratify and confirm the Supplemental Declaration of Protective Covenants for The Meadows at Mt. Carmel By The River as recorded in Deed Book 1038, Page 21, in the Office of the Judge of Probate of Madison County Alabama.

Done and entered this the 6 day of February, 2003.

4.00
2.50
1.00
0.25
12.00
19.75

Donald Charles Barnes
DONALD CHARLES BARNES

Cathy Ann Barnes
CATHY ANN BARNES

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a notary public in and for said state and county, hereby certify that DONALD CHARLES BARNES and wife, CATHY ANN BARNES, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, after being first duly informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 6th day of February, 2003.

Doug Boason (SEAL)
Notary Public
My Commission Expires: 8/25/04

This Instrument Prepared By:
Samuel H. Givhan
Watson, Jimmerson, Givhan, Martin & McKinney, P.C.
Post Office Box 18368
Huntsville, Alabama 35804
Telephone: 256-536-7423



STATE OF ALABAMA)

COUNTY OF MADISON)

1038-21

SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS
FOR THE MEADOWS AT MT. CARMEL BY THE RIVER
PLAT BOOK 44, PAGE 90

STATE OF ALABAMA
COUNTY OF MADISON
03 JUN 10 PM 4:09

WHEREAS, heretofore on the 10th day of February 1995, Mt. Carmel Estates, Inc., an Alabama Corporation, did promulgate and file for record a Declaration of Protective Covenants for Mt. Carmel Estates, a planned residential community, which said Declaration of Protective Covenants is recorded in Deed Book 849 Page 213; and

WHEREAS, heretofore on the 8th day of August, 1995, Mt. Carmel Estates, Inc. did promulgate and file for record an Amendment of Protective Covenants and Restrictions for Mt. Carmel Estates, which said amendment is recorded in Deed Book 859 Page 87 in the Office of the Judge of Probate of Madison County Alabama; and

WHEREAS, heretofore on the 21st day of August 1996, Mt. Carmel Estates, Inc. did promulgate and file for record a Supplementary Declaration of Protective Covenants for Mt. Carmel Estates, Phase 3, now known as Mt. Carmel By The River, more commonly known as River Run, The Lakes, Lake Pointe, and Meadow Lake which said Supplementary Declaration is recorded in Deed Book 880 Page 913 in the Office of the Judge of Probate of Madison County Alabama; and

WHEREAS, heretofore on the 5th day of June 1998, Mt. Carmel Estates, Inc. did promulgate and file for record a Supplementary Declaration of Protective Covenants of River Run Phase II at Mt. Carmel By The River which said Supplementary Declaration is recorded in Deed Book 921 Page 815 in the Office of the Judge of Probate of Madison County, Alabama; and

WHEREAS, the Declaration of Protective Covenants as supplemented and amended as aforesaid has been further amended to provide that the Board of Directors of Mt. Carmel By The River Homeowners Association, Inc. with the authority to annex additional parcels of real property described in Exhibit "C" of the original declaration and to promulgate special parcel use restrictions for each additional parcel of real property platted within Mt. Carmel Estates by the filing of such restrictions in the Office of the Judge of Probate of Madison County Alabama; and

NOW THEREFORE, pursuant to the provisions of the Declaration of Protective Covenants, as amended, the undersigned does hereby annex and subject to the jurisdiction of the Mt. Carmel by the River Homeowners Association the following:

All lots and blocks in The Meadows Phase I at Mt. Carmel By The River as recorded in Plat Book 44, Page 90, in the Office of the Judge of Probate of Madison County Alabama,

and does hereby make and promulgate the following use restrictions pertaining to the use and enjoyment of the above described added property which includes all of the lots in The Meadows Phase I at Mt. Carmel By The River according to the Plat of said subdivision as shown of record in Plat Book 44, Page 90, in the Office of the Judge of Probate of Madison County Alabama.

ARTICLE VI

Use Restrictions and Rules as recited in Supplementary Declaration of Protective Covenants for The Meadows are hereby adopted by reference in their entirety with the exception as follows:

Section 4. Vehicles. The term vehicles, as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, mini bikes, scooters, go-carts, trucks, campers, buses, vans, recreational vehicles, tractors, mowers, and automobiles. All vehicles shall be parked within garages, driveways or other paved parking areas located on a Lot. Parking in yards is prohibited. No towed vehicle, boat, recreational vehicle, motor home, tractor, mower or commercial vehicle larger than a pick-up truck, or mobile home may be parked or stored except in a garage or in the rear yard of any residence.

Section 18. Fences. No fence or fencing type barrier or planted screen of any kind shall be placed, erected, allowed or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Architectural Control Committee. All other fences within shall be six (6) feet high Shadow Box fence style treated pine or cedar, stained Glidden Color #9899 Cedar Stain.

Section 25. Minimum Building Size. All residences to be constructed on all Lots and Blocks of The Meadows Phase I at MT CARMEL BY THE RIVER shall contain a minimum of two thousand eight hundred (2000) square feet of centrally heated living space which space shall specifically exclude, without limitation, open porches, garage, and unfinished storage areas. For 1 to 2-3 story houses, (this does not intend to include or apply to any basements), the minimum square footage is 2,000 square feet of centrally heated living space, with a minimum of 1,200 square feet on the lower level.

Section 28. Landscaping and Exterior Color Selections.

1. Approval of the Architectural Control Committee is required before any building is started. All requirements should be submitted in duplicate as a package. The package should include a building plan, site plan, landscape plan, and exterior color scheme, along with the Mt. Carmel by the River Design Submittal Form.

2. Plan submittal will be at the Mt. Carmel by the River HOA Office. Plan approval will be done by the Architectural Control Committee and a fee of \$100.00 will be incurred.

3. All dwellings shall have side or rear entry garages. No front entry garages will be permitted.

4. All chimneys that are on the exterior wall must have either brick or stone on the three exterior sides of the chimney. Interior chimneys may have either a siding or stucco product on all four sides of the chimney.

5. Roofs of dwellings constructed on all of said lots shall be of architectural dimensional grade shingles with no three tab flat shingles. All other roof types by MCHOA Architectural Control Committee special permission.

6. All dwellings shall have a roof pitch of 8/12 or greater on the main roof area of the home.

I. Guideline for Landscaping Planning:

Purpose. The purpose of this restriction is to promote landscape development of single-family residential lots that will preserve and appreciate the value of the development by promoting a high quality, cohesive level of landscaping. These requirements may be altered or amended at the discretion of the Architectural Control Committee.

1. Existing vegetation and trees should be preserved whenever possible to provide screening and lend an established feeling to the Community.

2. Shrubs should be well distributed, but not necessarily evenly spaced. Shrubs may be used for screening and to minimize the visual impact of driveways and parking areas.

3. Earth berms may be used to create a sense of enclosure and to screen driveways, especially if planted with shrubbery.

4. Unified mulched planting beds edged in materials such as brick, steel or wood look neat longer and their shape is preserved.

5. Exterior building material colors should be considered when selecting flowering trees and shrubs so that colors will not compete with or negate each other.

II. General Landscape Requirements:

1. A landscape plan shall be included as part of the lot development package submittal. This plan will include the entire lot and indicate the following:

a) General information, including date, north arrow, and scale of one inch to no more than fifty feet; all property lines, locations of all easements and rights-of-way; name and telephone numbers of builder and owner.

b) Construction information, including the locations of buildings, driveways, walks, walls, fences, and terraces.

c) Locations, caliper, species (common name), and intended treatment (move, remove, or save) of existing trees six inches or greater at breast height.

d) A schedule of all new and existing required plants proposed for landscaping, including size (caliper and height, container size, etc.) common names (genus, species, and variety) of trees, shrubs, and ground cover, and type and amount of turf grasses.

2. The front yard of each lot shall be planted with two large trees (4.a, b, c) and two small trees (4.d,e), to include no more than one evergreen. Shrubbery required in the front yard shall be a minimum of 20 three gallon plants and 10 one gallon plants, at least half of which shall be species evergreen in this climate. Shrubs shall be planted in a bed of mulch or ground cover other than turf grass.

3. The rear yard shall be planted with one large tree (4.a, b, c), and one small trees (4.d, e).

4. All proposed trees shall conform to be the minimum size standard listed below, based on American Standards for Nursery Stock, ANSI Z60.1, published by the American Association of Nurserymen and approved by the American National Standards Institute, as follows:

Suggested Large Trees:

- a) Type 1, Shade trees, 2.5" caliper, 12 height range - Sugar Maple, Red Maple, Tulip Poplar, Sycamore, Red Oak, White Oak, and Willow Oak.
- b) Type 2, Shade trees, 1.5" caliper, 6' to 8' height range - Weeping Willow, Bradford Pear, Golden Rain Tree, Southern Magnolia, Zelkova, River Birch and European Birch.
- c) Type 5, Coniferous Evergreens, 5 to 6 height range - Pine species, Hemlock and Spruce.

Suggested Smaller Trees:

- d) Type 3, Small upright trees, 1" caliper, 6' to 7' height range - Redbud, Crabapple, Crepe Myrtle, Cherry Laurel, and Flowering Plum.
- e) Type 4, Small spreading trees, 5' to 6' height range - Flowering Dogwood, Star Magnolia, Flowering Cherry, and Japanese Maple.

5. If existing trees meet requirements of this covenant in all respects, required trees of the covenant may be omitted. Each existing tree meeting requirements may count, at the option of the owner, for one of the trees in its required class, provided it:

- a) Is not one of the following species: Box elder, silver maple, catalpa, cottonwood, camphor, mimosa, chinaberry, princess tree, or Siberian elm.
- b) Has a live crown and is free from serious root, trunk, and crown injury.
- c) Is indicated on the landscaping plan as a tree to be saved.
- d) Is situated so that it can be incorporated into the landscape with minimal grade, cut, or fill under the drip line of the tree.

6. Ground cover may include shrubs and low-growing plants such as Liriope, English ivy, Periwinkle, and similar material. Ground cover may also include non-living organic material such as bark and pine straw.

7. All trees greater than six inches in diameter at breast heights shall be preserved, unless removal of them is part of an approved plan.

8. All lots must be sodded in the front and sides of the home and 15 ft. from the rear of the home. Irrigation Systems are encouraged. Fescue Sod is recommended.

9. The lot shall be completely landscaped. However, planned natural areas will be allowed provided that the lawn and the natural area form a cohesive whole.

10. Driveways shall coordinate with topography and existing vegetation to preserve all trees greater than six inches in diameter at breast high. Straight-in driveways should be avoided.

11. All landscape plans, when completed, must be signed and approved by the architectural control committee.

12. All landscaping must be completed within three (3) months of the time the home has obtained a certificate of occupancy.

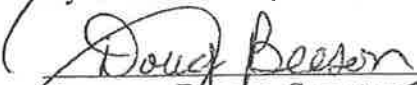
The above set forth use restrictions are in lieu of those certain use restriction pertaining to lot Minimum Building Size requirements, Fences and Vehicles restrictions in Mt. Carmel Estates as recorded in Deed Book 849, page 213, and amended in Book 859, page 87 and Supplementary Declaration of Protective Covenants for Mt. Carmel Estates, Phase 3, now known as Mt. Carmel by the River, more commonly known as River Run, The Lakes, Lake Pointe and Meadow Lake in the Office of the Probate Judge of Madison County, Alabama, and shall run with the land and become binding upon all owners of lots embraced with River Bend Phase I at Mt. Carmel By The River, their heirs, successors and assigns.

Except as specifically supplemented or amended herein, all other use restrictions as set forth in the Supplementary Declaration of Protective Covenants for River Run Phase II at Mt. Carmel By The River recorded in Deed Book 921 Page 815, shall apply to all lots contained within The Meadows Phase I at Mt. Carmel By The River and shall become binding upon all owners of lots embraced within the Meadows Phase I at Mt. Carmel By The River, their heirs, successors, and assigns as previously recorded.

In witness whereof, the undersigned, have caused this instrument to be executed by their duly authorized officers on this the 10th day of January, 2003.

Mt. Carmel by The River
Homeowner Association, Inc.

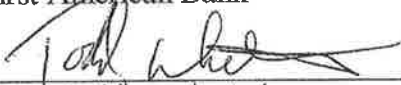

By: Sandra Steele, President


By: Doug Beeson, Secretary/Treasurer

Enfinger Development Inc.


By: Sandra Steele, President

First American Bank



By: Todd Whetstone, Vice President

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a notary public in and for said state and county, hereby certify that Sandra Steele and Doug Beeson, in their capacity as President and Secretary/Treasurer, respectively, of Mt. Carmel By The River Homeowners Association, Inc., and whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, after being first duly informed of the contents of said instrument, they as such officers and with full authority, signed their names voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 10 day of January, 2003.


Notary Public (SEAL)
My Commission Expires: 10/19/04

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a notary public in and for said state and county, hereby certify that Sandra Steele, in her capacity as President of Enfinger Development Inc., and whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, after being first duly informed of the contents of said instrument, she as such officer and with full authority, signed her name voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 10th day of January, 2003.

Deena Benson (SEAL)
Notary Public
My Commission Expires: 10/19/04

STATE OF ALABAMA

COUNTY OF MADISON

Todd Whitstone I, the undersigned, a notary public in and for said state and county, hereby certify that Todd Whitstone, in his capacity as VP of First American Bank, and whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, after being first duly informed of the contents of said instrument, he as such officer and with full authority, signed his name voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 10th day of January, 2003.

Michelle McLeod (SEAL)
Notary Public
My Commission Expires: 2-12-05

This Instrument Prepared By:
Rhonda Pugh
Enfinger Development Inc.
Post Office Box 19061
Huntsville, Alabama 35804

AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS
AND
SUPPLEMENTAL DECLARATION FOR
RIVER BEND, PHASE 2

WHEREAS, heretofore on the 10th day of February, 1995, Mt. Carmel Estates, Inc., an Alabama corporation, did promulgate and file for record a Declaration of Protective Covenants for Mt. Carmel Estates, a planned residential subdivision, which said Declaration of Protective Covenants is recorded in Deed Book 849, Page 213, of the Office of the Judge of Probate of Madison County, Alabama (the "Declaration").

WHEREAS, heretofore on the 8th day of August, 1995, Mt. Carmel Estates, Inc., did promulgate and file for record an Amendment of Protective Covenants and Restrictions for Mt. Carmel Estates, which said amendment is recorded in Deed Book 859, Page 87, of the Office of the Judge of Probate of Madison County, Alabama, which were subsequently further amended as referenced in the Supplemental Declaration (defined below).

WHEREAS, heretofore on the 18th day of July, 2001, Mt. Carmel Estates, Inc., did promulgate and file for record a Supplemental Declaration of Protective Covenants for River Bend Phase I at Mt. Carmel by the River, Plat Book 42, Page 22, (the "Supplemental Declaration") which said amendment is recorded in Deed Book 999, Page 614, of the Office of the Judge of Probate of Madison County, Alabama.

Whereas, the Declaration, as supplemented and amended as aforesaid and as recorded in the Probate Records, has been further amended to provide that the Board of Directors of Mt. Carmel by the River Homeowners Association, Inc. (the "Association"), has the authority to annex additional parcels of real property and to promulgate amendments to the Declaration for the additional parcels by filing of such supplemental declarations in the Office of the Judge of Probate of Madison County, Alabama.

NOW THEREFORE, pursuant to the provisions of the Declaration, as amended, the undersigned Association, by and through its duly authorized officer, along with Enfinger Steele Development Inc., an Alabama corporation, as Owner, and First American Bank, as Mortgagee, do by these presents amend said Declaration in the following manner:

All of the additional property described in attached exhibit "A" ("River Bend Phase II"), which is incorporated herein by reference, is subject to the restrictions set forth in the Declaration of Protective Covenants as recorded in Deed Book 849, Page 213, Office of the Judge of Probate of Madison County, Alabama, as previously amended, including, but not limited to, amendment by the Supplemental Declaration, except as modified as follows:

1. Dwellings constructed on Lots 1-6 of River Bend Phase II shall have at least two thousand four hundred (2400) square feet of heated living area and dwellings constructed on Lots 7-32 shall have at least two thousand seven hundred (2700) square feet of heated living area.
2. No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of River Bend Phase II, including any Lot, without the prior written consent of the Association Board of Directors or its designee (the "Board"). Any fence shall be compatible with the home and have architectural interest. Except for approved privacy fences erected around patios, there shall be no solid fences erected in the back yards of residences on Lots 15-22 of River Bend Phase II (the "Lake Lots"), nor any other structure closer than forty (40) feet to the back lot line. However, with Board approval, a four (4) feet high wrought iron or cast aluminum fence may be erected. The intent of this regulation as related to Lake Lots is to present an aesthetically pleasing, "non-walled off" appearance from, to, and in the vicinity of the lake or other common areas. Detached garages are PROHIBITED on Lake Lots regardless of location.

River Bend Phase II is subject to the Declaration and the Supplemental Declaration, as respectively amended, each of which are incorporated herein by reference and which otherwise remain in full force and effect, except as modified herein, and each is instrument is hereby ratified and affirmed.

EXHIBIT "A"

Lots 1-32 of River Bend, Phase 2, a resubdivision of a portion of Lots 1 through 3, Block 1 of "The Meadows at Mt. Carmel By The River" and Other Lands, as recorded as Instrument Number 20050822000562790, in the Probate Office of Madison County, Alabama.

20051202000816900 3/3 \$24.75
Madison Cnty Judge of Probate, AL
12/02/2005 04:23:42PM FILED/CERT

IN WITNESS WHEREOF, the undersigned, Mt. Carmel By The River Homeowners Association, Inc., Enfinger Steele Development Inc., and First American Bank as Mortgagee, have caused this instrument to be executed as of this the 27 day of November, 2005.

MT. CARMEL BY THE RIVER HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Sandra Steele, PRESIDENT

ENFINGER STEELE DEVELOPMENT INC.

By: [Signature]
Sandra Steele, President

FIRST AMERICAN BANK

By: T. Sh
Its: Vice President

Ratified By Montgagee:

STATE OF ALABAMA
COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Sandra Steele, whose name as President of Mt. Carmel by the River Homeowners Association, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, she as such officer and with full authority executed the same voluntarily on the day the same bears date in her capacity as such officer and for the act of said corporation.

This the 27 day of November, 2005.

[Signature]
Notary Public
My Commission Expires: 02/03/07

STATE OF ALABAMA
COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Sandra Steele, whose name as President of Enfinger Steele Development Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, she as such officer and with full authority executed the same voluntarily on the day the same bears date in her capacity as such officer and for the act of said corporation.

This the 27 day of November, 2005.

[Signature]
Notary Public
My Commission Expires: 02/03/07

STATE OF ALABAMA
COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared T. Choi's Patty, whose name as Vice President of First American Bank, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, s/he as such officer and with full authority executed the same voluntarily on the day the same bears date in his/her capacity as such officer and for the act of said corporation.

This the 22 day of November, 2005.

[Signature]
Notary Public
My Commission Expires: 03-11-07

This Instrument Prepared By: Samuel H. Givhan Wilmer & Lee, P.A.,
100 Washington Street, Huntsville, Alabama 35801

STATE OF ALABAMA

MADISON COUNTY

AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS
AND
SUPPLEMENTAL DECLARATION FOR

**RIVER BEND, PHASES III and IV
OF MT. CARMEL BY THE RIVER**

WHEREAS, heretofore on the 10th day of February, 1995, Mt. Carmel Estates, Inc., an Alabama corporation, did promulgate and file for record a Declaration of Protective Covenants for Mt. Carmel Estates, a planned residential subdivision, which said Declaration of Protective Covenants is recorded in **Deed Book 849, Page 213**, of the Office of the Judge of Probate of Madison County, Alabama (as subsequently amended, including, but not limited to, the amendments referenced below, the "Declaration").

WHEREAS, heretofore on the 8th day of August, 1995, Mt. Carmel Estates, Inc., did promulgate and file for record an Amendment of Protective Covenants and Restrictions for Mt. Carmel Estates, which said amendment is recorded in **Deed Book 859, Page 87**, of the Office of the Judge of Probate of Madison County, Alabama, which were subsequently further amended as referenced in the Supplemental Declaration (defined below).

WHEREAS, heretofore on the 18th day of July, 2001, Mt. Carmel Estates, Inc., did promulgate and file for record a Supplemental Declaration of Protective Covenants for River Bend Phase I at Mt. Carmel by the River, Plat Book 42, Page 22, (the "Supplemental Declaration") which said amendment is recorded in **Deed Book 999, Page 614**, of the Office of the Judge of Probate of Madison County, Alabama.

Whereas, the Declaration, as supplemented and amended as aforesaid (and otherwise) and as recorded in the Probate Records, has been further amended to provide that the Board of Directors of Mt. Carmel by the River Homeowners Association, Inc. (the "Association"), has the authority to annex additional parcels of real property and to promulgate amendments to the Declaration for the additional parcels by filing of such supplemental declarations in the Office of the Judge of Probate of Madison County, Alabama.

NOW THEREFORE, pursuant to the provisions of the Declaration, as amended, the undersigned Association, by and through its duly authorized officer, along with Wade Excavating & Contracting, Inc. ("Developer"), as Owner, and Bryant Bank, as Mortgagee, do by these presents amend said Declaration in the following manner:

All of the additional property described in attached exhibit "A", which is incorporated herein by reference ("River Bend Phases III & IV), is hereby annexed as a part of the Association and

subject to the restrictions set forth in the Declaration of Protective Covenants as recorded in Deed Book 849, Page 213, Office of the Judge of Probate of Madison County, Alabama, as previously amended, including, but not limited to, amendment by the Supplemental Declaration, except as modified as follows:

1. All dwellings and permitted accessory buildings constructed on the lots of River Bend Phases III & IV shall have an exterior of at least 70% percent stone or masonry brick construction, unless the plan may be deemed to architecturally enhance the Community. Visible unpainted red or yellow "sewer brick" will not be allowed. The rear of the dwelling may not be all vinyl.

2. Homeowners Association Dues shall be due and payable from the earlier of the following dates: (1) the day a home is transferred from the builder to a third party, or (2) two years from the date the lot is conveyed from the Developer. For purposes of this provision, the Developer of the subdivision shall be deemed to be Wade Excavating & Contracting, Inc., as owner of the property, which shall not be responsible for the payment of such dues.

3. Dwellings constructed in River Bend Phases III & IV shall have at least two thousand (2000) square feet of heated living area.

4. No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of River Bend Phases III & IV, including any Lot, without the prior written consent of the ARC, or the Developer as described in the process established in Section 5 below. Any fence shall be compatible with the home and have architectural interest.

5. All plans for new construction shall be submitted to the Mt. Carmel Architectural Review Committee (ARC) on or before the first Monday of each month. Within two weeks from receipt, as long as received on or before the first Monday of each month, the ARC will respond with an "approved" or "disapproved" decision on the presented plans. In instances where the ARC disapproves the plans, the item(s) causing the disapproved status will go into a time of discussion and negotiation for a period not to exceed 15 days whereby the Builder, Developer, and ARC seek to mutually resolve the issue.

Should the matter still be unresolved after the 15 day resolution period, the Developer shall have the right to exercise "override" authority of the ARC's decision as long as in the Developer's sole opinion the plans for new construction are consistent with the existing construction within the Mt. Carmel community.

6. No construction may be initiated prior to a lot owner obtaining ARC approval pursuant to Section 5 of this instrument. For purposes of this provision, "construction" shall not be deemed to have commenced until footings have been poured. Any fine against an owner for violation of this Section shall not exceed \$250.00.

River Bend Phases III and IV are subject to the Declaration and the Supplemental Declaration, as respectively amended, each of which are incorporated herein by reference and which

otherwise remain in full force and effect, except as modified herein, and each instrument is hereby ratified and affirmed. All capitalized terms not defined herein shall have the meaning assigned in the Declaration.

IN WITNESS WHEREOF, the undersigned, Mt. Carmel By The River Homeowners Association, Inc., and Wade Excavating & Contracting, Inc., and Bryant Bank, as Mortgagee, have caused this instrument to be executed as of this the 15 day of May, 2015.

MT. CARMEL BY THE RIVER HOMEOWNERS
ASSOCIATION, INC.


By: 
James Falcon, President

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared James Falcon, whose name as President of Mt. Carmel by the River Homeowners Association, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, he as such officer and with full authority executed the same voluntarily on the day the same bears date in his capacity as such officer and for the act of said corporation.

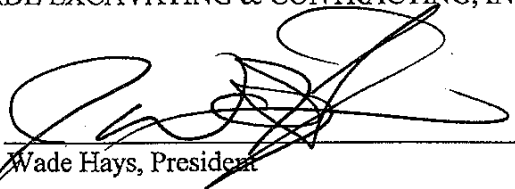
This the 15th day of May, 2015.


Notary Public
My Commission Expires: 05/17/16

Signatures and acknowledgment for other parties on following pages.

This Instrument Prepared By:
Samuel H. Givhan
Wilmer & Lee, P.A.
Attorney for Developer
100 Washington Street
Huntsville, Alabama 35801

WADE EXCAVATING & CONTRACTING, INC.

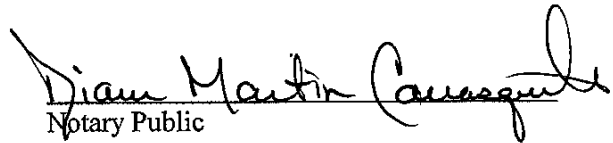
By: 
Wade Hays, President

STATE OF ALABAMA

COUNTY OF MADISON

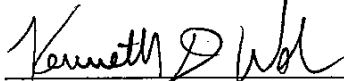
Before me, the undersigned authority, this day personally appeared Wade Hays, whose name as President of Wade Excavating & Contracting, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, he as such President and with full authority executed the same voluntarily on the day the same bears date in his capacity as such officer and for the act of said corporation.

This the 8 day of May, 2015.


Notary Public
My Commission Expires: _____

My Commission Expires August 2, 2017
My Commission Expires August 2, 2017

BRYANT BANK

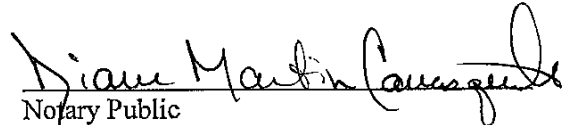
By: 
Ken Watson, President

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Ken Watson, whose name as President of Bryant Bank, an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, he as such President and with full authority executed the same voluntarily on the day the same bears date in his capacity as such officer and for the act of said corporation.

This the 8 day of May, 2015.


Notary Public
My Commission Expires: _____

My Commission Expires August 2, 2017

Exhibit "A"

Legal Description for River Bend III

State of Alabama}
County of Madison}

All that part of Sections 2 and 11, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama, more particularly described as:

Commencing at the center of the north boundary of said Section 2, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama; thence South 71 degrees 23 minutes 36 seconds East, 63.03 feet to the east right-of-way margin of Homer Nance Road and being the northwest corner of Lot 1 of the Balch Estate, as recorded in Plat Book 22, Page 65 in the Office of the Judge of Probate, Madison County, Alabama; thence along said right-of-way margin South 00 degrees 42 minutes 52 seconds West, 2240.49 feet to a point; thence continuing along said right-of-way margin South 00 degrees 46 minutes 57 seconds West, 915.75 feet to a 1/2-inch capped iron rebar (stamped Johnson CA#0193LS), said point being further described as the northwest corner of Lot 4 of the Balch Estate and also the center of a 200-foot wide TVA Transmission Line Easement; thence continuing along said right-of-way margin South 00 degrees 48 minutes 35 seconds West, 968.41 feet to the intersection of the east right-of-way margin of Homer Nance Road and the old northern right-of-way margin of Mt. Carmel Road (this portion of the road has been abandoned and deeded to the Mt. Carmel Estates Homeowners Association, Inc. in Deed Book 859, Page 89 in the Office of the Judge of Probate, Madison County, Alabama), said point also being described as the southwest corner of Lot 5 of the Balch Estate; thence South 19 degrees 05 minutes 36 seconds West, 80.69 feet to the northwest corner of Horace Heights Phase 4 Subdivision as recorded in Plat Book 19, Page 59 in the Office of the Judge of Probate, Madison County, Alabama; thence along the northern boundary of said Horace Heights Phase 4 Subdivision, North 68 degrees 25 minutes 04 seconds East, 1557.40 feet to a concrete monument at the northeast corner of said subdivision, said point being further described as the southern right-of-way margin of Mt. Carmel Road; thence along said right-of-way margin North 67 degrees 58 minutes 20 seconds East, 366.78 feet to a concrete monument (stamped Johnson CA#0193LS); thence continuing along the southern right-of-way margin of Mt. Carmel Road, North 67 degrees 58 minutes 20 seconds East, 477.26 feet to a concrete monument, said point being further described as the northwest corner of Mt. Carmel Estates Phase 2 as recorded in Plat Book 31, Page 66 in the Office of the Judge of Probate, Madison County, Alabama; thence leaving said right-of-way margin of Mt. Carmel Road and run along the west boundary of said Mt. Carmel Estates Phase 2 subdivision, South 21 degrees 33 minutes 21 seconds East, 76.60 feet to a concrete monument; thence continuing along said subdivision boundary South 01 degrees 47 minutes 18 seconds West, 1002.27 to a concrete monument; thence continuing along said subdivision boundary South 10 degrees 10 minutes 06 seconds East, 171.99 feet to a point on the centerline of Mykey's Way; thence along said centerline South 79 degrees 49 minutes 54 seconds West, 182.30 feet to a point at the intersection of the centerline of Mykey's Way and the centerline of River Meadow Way; thence leaving said centerline of Mykey's Way and run along said centerline of River Meadow Way South 10 degrees 10 minutes 06 seconds East, 211.75 feet to a point; thence leaving said centerline of River Meadow Way, South 80 degrees 42 minutes 39 seconds West, 155.36 feet to the Southeast corner of Lot 4 of The Meadows at Mt. Carmel by the River as recorded in Plat Book 44, Page 90 in the Office of the Judge of Probate, Madison

County, Alabama, said point being further described as the Point of Beginning; thence from the Point of Beginning South 11 degrees 17 minutes 45 seconds East, 444.11 feet to a point; thence South 05 degrees 38 minutes 43 seconds East, 151.57 feet to a point; thence South 26 degrees 06 minutes 41 seconds West, 193.25 feet to a point; thence South 29 degrees 24 minutes 01 seconds West, 532.37 feet to a point; thence South 04 degrees 25 minutes 02 seconds West, 230.24 feet to a point; thence North 88 degrees 10 minutes 55 seconds West, 233.01 feet to a point; thence North 01 degrees 49 minutes 05 seconds East, 38.61 feet to a point; thence North 88 degrees 10 minutes 55 seconds West, 272.80 feet to a point on the eastern boundary of Riverton Middle School; thence along said school boundary, North 03 degrees 55 minutes 03 seconds West, 384.42 feet to a point; thence North 47 degrees 27 minutes 20 seconds East, 178.84 feet to a point; thence North 54 degrees 47 minutes 29 seconds East, 103.13 feet to a point; thence North 71 degrees 46 minutes 40 seconds East, 139.33 feet to a point; thence North 21 degrees 02 minutes 30 seconds East, 115.47 feet to a point; thence North 03 degrees 24 minutes 58 seconds West along the eastern boundary of said Horace Heights Phase 4 Subdivision, a distance of 658.26 feet to a concrete monument; thence North 86 degrees 36 minutes 12 seconds East, 443.00 feet to the Point of Beginning, and containing 16.87 acres, more or less.

*Also described as Tract B of The Meadows II
Doc # 2007051400033759d.*

Legal Description for River Bend IV

State of Alabama}
County of Madison}

All that part of Section 11, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama, more particularly described as:

Commencing at the center of the north boundary of said Section 2, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama; thence South 71 degrees 23 minutes 36 seconds East, 63.03 feet to the east right-of-way margin of Homer Nance Road and being the northwest corner of Lot 1 of the Balch Estate, as recorded in Plat Book 22, Page 65 in the Office of the Judge of Probate, Madison County, Alabama; thence along said right-of-way margin South 00 degrees 42 minutes 52 seconds West, 2240.49 feet to a point; thence continuing along said right-of-way margin South 00 degrees 46 minutes 57 seconds West, 915.75 feet to a 1/2-inch capped iron rebar (stamped Johnson CA#0193LS), said point being further described as the northwest corner of Lot 4 of the Balch Estate and also the center of a 200-foot wide TVA Transmission Line Easement; thence continuing along said right-of-way margin South 00 degrees 48 minutes 35 seconds West, 968.41 feet to the intersection of the east right-of-way margin of Homer Nance Road and the old northern right-of-way margin of Mt. Carmel Road (this portion of the road has been abandoned and deeded to the Mt. Carmel Estates Homeowners Association, Inc. in Deed Book 859, Page 89 in the Office of the Judge of Probate, Madison County, Alabama), said point also being described as the southwest corner of Lot 5 of the Balch Estate; thence South 19 degrees 05 minutes 36 seconds West, 80.69 feet to the northwest corner of Horace Heights Phase 4 Subdivision as recorded in Plat Book 19, Page 59 in the Office of the Judge of Probate, Madison County, Alabama; thence along the northern boundary of said Horace Heights Phase 4 Subdivision, North 68 degrees 25 minutes 04 seconds East, 1557.40 feet to a concrete monument at the northeast corner of said subdivision, said point being further described as the southern right-of-way margin of Mt. Carmel Road; thence along said right-of-way margin North 67 degrees 58 minutes 20 seconds East, 366.78 feet to a concrete monument (stamped Johnson CA#0193LS); thence continuing along the southern right-of-way margin of Mt. Carmel Road, North 67 degrees 58 minutes 20 seconds East, 477.26 feet to a concrete monument, said point being further described as the northwest corner of Mt. Carmel Estates Phase 2 as recorded in Plat Book 31, Page 66 in the Office of the Judge of Probate, Madison County, Alabama; thence leaving said right-of-way margin of Mt. Carmel Road and run along the west boundary of said Mt. Carmel Estates Phase 2 subdivision, South 21 degrees 33 minutes 21 seconds East, 76.60 feet to a concrete monument; thence continuing along said subdivision boundary South 01 degrees 47 minutes 18 seconds West, 1002.27 to a concrete monument; thence continuing along said subdivision boundary South 10 degrees 10 minutes 06 seconds East, 171.99 feet to a point on the centerline of Mykey's Way; thence along said centerline South 79 degrees 49 minutes 54 seconds West, 182.30 feet to a point at the intersection of the centerline of Mykey's Way and the centerline of River Meadow Way; thence leaving said centerline of Mykey's Way and run along said centerline of River Meadow Way South 10 degrees 10 minutes 06 seconds East, 211.75 feet to a point; thence leaving said centerline of River Meadow Way, South 80 degrees 42 minutes 39 seconds West, 155.36 feet to the northwest corner of Lot 31 of River Bend II at Mt. Carmel by the River as recorded in document number 20050822000562790 in the Office of the Judge of

Probate, Madison County, Alabama; thence along the western boundary of said River Bend II subdivision South 11 degrees 17 minutes 45 seconds East, 444.11 feet to a point; thence continue along the western boundary of said River Bend II subdivision South 05 degrees 38 minutes 43 seconds East, 151.57 feet to a point; thence along the northern boundary of said River Bend II subdivision South 26 degrees 06 minutes 41 seconds West, 193.25 feet to a concrete monument; thence continuing along the northern boundary of said River Bend II subdivision South 29 degrees 24 minutes 01 seconds West, 258.42 feet to a concrete monument at the southwest corner of Lot 23 of said River Bend II subdivision, and being further described as the Point of Beginning; thence from the Point of Beginning South 60 degrees 35 minutes 59 seconds East, 181.90 feet to a point on the western right-of-way of River Mill Road; thence along said western right-of-way South 29 degrees 24 minutes 01 seconds West, 67.96 feet to a point; thence South 60 degrees 35 minutes 59 seconds East, 257.85 feet to a point; thence South 05 degrees 02 minutes 32 seconds East, 330.91 feet to a point; thence South 30 degrees 12 minutes 35 seconds West, 134.04 feet to a point; thence South 49 degrees 53 minutes 15 seconds West, 171.15 feet to a point; thence South 44 degrees 01 minutes 36 seconds West, 108.91 feet to a point; thence South 60 degrees 41 minutes 32 seconds West, 89.74 feet to a point; thence South 26 degrees 12 minutes 34 seconds West, 377.07 feet to a point on the northern boundary of land owned by Madison County School Board; thence along said School Board boundary North 78 degrees 10 minutes 30 seconds West, 473.13 feet to a point; thence continuing along the eastern boundary of said School Board North 03 degrees 55 minutes 03 seconds West, 782.66 feet to a point; thence South 88 degrees 10 minutes 55 seconds East, 272.80 feet to a point on the eastern right-of-way of Stone River Road; thence along said right-of-way South 01 degrees 49 minutes 05 seconds West, 38.61 feet to a point; thence South 88 degrees 10 minutes 55 seconds East, 233.01 feet to a point; thence North 04 degrees 25 minutes 02 seconds East, 230.23 feet to a point; thence North 29 degrees 24 minutes 01 seconds East, 273.95 feet to the Point of Beginning, and containing 17.98 acres, more or less.

*Also described as Tract C The Meadows II
Doc # 20070514000337590.*