OLD OVERTON COMMUNITIES

COVENANTS, CONDITIONS AND RESTRICTIONS AND RELATED DOCUMENTS

9313/8012

OLD OVERTON RIDGE

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS INSTRUMENT PREPARED BY:
Kathryn S. Carver
Lange, Simpson, Robinson and Somerville
1700 First Alabama Bank Building
Birmingham, Alabama 35203

TABLE OF CONTENTS
OLD OVERTON RIDGE
COVENANTS, CONDITIONS AND RESTRICTIONS

Item		No.
ARTICLE I - DEFINITIONS		
1.01	Additional Property	2
1.02	ARC	2
1.03	Architectural Standards	2
1.04	Articles of Incorporation	2
1.05	Assessment	2
1.06	Association	2
1.07	Attic	2
1.08	Basement	2
1.09	Board	2
1.10	Bulk Storage Area	2
1.11	Bylaws	3
1.12	Common Areas	3
1.13	Common Expenses	3
1.14	Covenants	4
1.15	Developer	4
1.16	Development	4
1.17	Dwelling	4
1.18	Golf Facilities	4
1.19	Golf Property	5
1.20	Governmental Authority	5
1.21	Improvement	5
1.22	Institutional Mortgage	5
1.23	Liberty Parkway	5
1.24	Living Space	6
1.25	Lot	6
1.26	Master Association	6
1.27	Master Association Board	6
1.28	Master Association Bylaws	6
1.29	Master Association Expenses	6
1.30	Mortgage	6
1.31	Mortgagee	7
1.32	Occupant	7
1.33	Old Overton Property	7
1.34	Owner	7
1.35	Property	7
1.36	Watershed Protective Covenants	7
ARTICLE II - PROPERTY SUBJECT TO COVENANTS		
2.01	General	8
2.02	Additional Property	8
2.03	Right of Developer to Modify Restrictions with Respect to Lots Owned by Developer	9
2.04	Mutuality of Benefit and Obligation	9

2.05 Golf Facilities 9
2.06 Development of Property 10
2.07 Subdivision Plat 11

ARTICLE III - EASEMENTS

3.01 Grant of Nonexclusive Easements to Owners 11
3.02 Grant of Easement to Governmental Authorities 12
3.03 Reservation of Controlled Access Easement 12
3.04 Reservation of General Access Easement 14
3.05 Reservation of Easements With Respect to Common Areas . 14
3.06 Reservation of Easement for Utilities 15
3.07 Reservation of Easements for Signs, Walks, Trails, Walls and Fences 16
3.08 Reservation of Maintenance Easement 16
3.09 Reservation of Environmental Easement 17
3.10 Watershed Protective Covenants 17
3.11 Landscaping by Owners on Easement Areas 17
3.12 Reservation of Easement for Golf Balls 17

ARTICLE IV - ASSOCIATION

4.01 Membership 18
4.02 Board 18
4.03 Voting Rights 19
4.04 Duties and Powers of Association 19
4.05 Agreements 20
4.06 Management by Developer or its Affiliates 20
4.07 Rules and Regulations 21
4.08 Indemnification 21

ARTICLE V - ARCHITECTURAL REVIEW COMMITTEE, DEVELOPMENT AND ARCHITECTURAL STANDARDS

5.01 Committee Composition 22
5.02 Appointment and Removal of ARC Members 22
5.03 Procedure and Meetings 23
5.04 Architectural Standards 23
5.05 Approval of Plans and Specifications 24
5.06 Landscaping Approval 27
5.07 Construction Without Approval 28
5.08 Inspection 28
5.09 Subsurface Conditions 28
5.10 Limitation of Liability 29
5.11 Commencement and Completion of Construction 29
5.12 Sales and Construction Activities 30
5.13 Enforcement and Remedies 30
5.14 Compliance Certification 30
5.15 Repurchase Option 31

ARTICLE VI - USE AND DEVELOPMENT RESTRICTIONS

6.01 Use Restrictions 31
6.02 ARC Approval 32
6.03 Underground Utilities 32
6.04 Building Setbacks 32
6.05 Siting of Dwellings 32
6.06 Trees 32
6.07 Height Limitations 33
6.08 Minimum Living Space 33
6.09 Landscaping 33
6.10 Roofing 34
6.11 Exterior Lighting 34
6.12 Exterior Materials and Finishes 35
6.13 Chimneys 35
6.14 Garages 35
6.15 Fences 36
6.16 Windows, Window Treatments and Doors 36
6.17 Mailboxes 36
6.18 Utility Meters and HVAC Equipment 36
6.19 Satellite Dishes and Antennae 37
6.20 Driveways and Sidewalks 37
6.21 Outdoor Furniture, Recreational Facilities and Clotheslines 37
6.22 Pets and Animals 38
6.23 Trash, Rubbish and Nuisances 39
6.24 Recreational Vehicles and Machinery and Equipment . . . 40
6.25 Signage 40
6.26 Tanks and Wells 41
6.27 Temporary Structures 41
6.28 Construction of Improvements 41
6.29 Subdivision and Interval Ownership 43
6.30 Swimming Pools and Tennis Courts 43
6.31 Traffic Regulations 43
6.32 Compliance with Governmental Regulations 44
6.33 Additional Regulations 44
6.34 Variances 44
6.35 Golf Facilities Nuisance 44
6.36 Ownership of Lot or Dwelling Near Golf Facilities . . . 45
6.37 Enforcement and Remedies 45

ARTICLE VII - MAINTENANCE RESPONSIBILITIES

7.01 Responsibilities of Owners Associations 46
7.02 Responsibilities of Master Association and Association 47

ARTICLE VIII - ASSESSMENTS

8.01 Assessments and Creation of Lien 49
8.02 Purpose of Assessments 50
8.03 Uniform Rate of Assessments 50

8.04 Computation of Annual Assessments 50
8.05 Special Assessments 53
8.06 Individual Assessments 53
8.07 Allocation of Assessments 53
8.08 Notice of Meetings and Quorum 54
8.09 Date of Commencement of Assessments 54
8.10 Effect of Non-Payment; Remedies of the Association . . . 55
8.11 Subordination of Lien 57
8.12 Certificates 57

ARTICLE IX - CASUALTY, CONDEMNATION AND INSURANCE

9.01 Damage or Destruction to Commons Areas 58
9.02 Damage or Destruction to Lots and Dwellings 59
9.03 Condemnation of Common Areas 59
9.04 Condemnation of Lots and Dwellings 60
9.05 Insurance 61

ARTICLE X - TERM AND AMENDMENTS

10.01 Term 62
10.02 Amendment by Developer 62
10.03 Amendments by Association 63
10.04 Restrictions on Amendment 64

ARTICLE XI - ENFORCEMENT

11.01 Authority and Enforcement 64
11.02 Procedure 64
11.03 Nonexclusive Remedies 65
11.04 Master Association Enforcement 65

ARTICLE XII - MISCELLANEOUS PROVISIONS

12.01 Control by Developer 65
12.02 Annexation. 65
12.03 Legal Expenses 66
12.04 Severability 66
12.05 Captions and Headings 66
12.06 Pronouns and Plurals 67
12.07 Binding Effect 67
12.08 Conflict or Ambiguity 67
12.09 No Reverter 67
12.10 Interpretation 67
12.11 Right of Third Parties 68
12.12 No Trespass 68
12.13 No Partition 68
12.14 Reservation of Rights 68
12.15 Standards for Review 68
12.16 Oral Statements 68
12.17 Notices 68
12.18 Assignment 69

12.19 Further Assurances 69
12.20 No Waiver 69

EXHIBITS

A Legal Description of Property

OLD OVERTON RIDGE
COVENANTS, CONDITIONS AND
RESTRICTIONS

THESE OLD OVERTON RIDGE COVENANTS, CONDITIONS AND RESTRICTIONS ("Covenants") are made as of the 7th day of October, 1993, by LIBERTY PARK JOINT VENTURE, an Alabama general partnership ("Developer"), comprised of TORCHMARK DEVELOPMENT CORPORATION, an Alabama corporation, and DRUMMOND COMPANY, INC., an Alabama corporation.

R E C I T A L S:

A. Developer is the owner of the Property, as described in Section 1.32 below, and desires to own, develop, improve, lease and sell the Property for single-family detached residential housing purposes subject to these Covenants in order to protect the value and desirability of the Property and to have a flexible and reasonable method for the administration and maintenance of the Property.

B. Developer has heretofore caused the Association, as defined in Section 1.06 below, to be formed as an Alabama nonprofit corporation for the purpose of making Assessments, as defined in Section 1.05 below, and otherwise taking all action which the Association is authorized to undertake hereunder.

NOW, THEREFORE, subject to the conditions and limitations described below, Developer does hereby proclaim that all of the Property shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to these Covenants which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Property and any of the Additional Property, as described in Section 1.01 below (but only to the extent Developer submits any portion of the Additional Property to the terms and provisions of these Covenants), and their respective heirs, executors, administrators, personal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

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

1.01 **Additional Property.** The term "Additional Property" shall mean and refer to any real property and any Improvements situated thereon lying adjacent to or in close proximity with the Property which Developer may from time to time submit and add to the provisions of these Covenants pursuant to the provisions of Section 2.02 below. The Additional Property may also include additional Common Areas.

1.02 **ARC.** The term or letters "ARC" shall mean the Architectural Review Committee appointed pursuant to Section 5.02 hereof with the rights and obligations conferred upon such Architectural Review Committee pursuant to these Covenants.

1.03 **Architectural Standards.** The term "Architectural Standards" shall mean the standards prepared, issued and amended from time to time by the ARC pursuant to Section 5.04 below for the purpose of reviewing and approving all exterior improvements, landscaping and any other Improvements which may be made to any Lot, Dwelling or Common Area.

1.04 **Articles of Incorporation.** The term "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association and all amendments thereto.

1.05 **Assessment.** The term "Assessment" shall mean the annual and special assessments and any other charges assessed against any Lot, Dwelling or Owner by the Association pursuant to Sections 8.01, 8.03, 8.04, 8.05 and 8.06 hereof.

1.06 **Association.** The term "Association" shall mean Old Overton Single-Family Residential Property Owners' Association, Inc., an Alabama nonprofit corporation.

1.07 **Attic.** The term "Attic" shall mean any unfinished space above the highest finished ceiling of any Improvement.

1.08 **Basement.** The term "Basement" shall mean any area of any Improvement that is confined by four subterranean walls, is not air conditioned or heated space, and is not finished for general living accommodations.

1.09 **Board.** The term "Board" shall mean and refer to the members of the Board of Directors of the Association and their duly elected successors as may be provided in the Articles of Incorporation and Bylaws, as the same may exist from time to time.

1.10 **Bulk Storage Area.** The term "Bulk Storage Area" shall mean and refer to any portion of any Improvement which is unfinished, unheated and uncooled by air conditioning, heating or ventilation equipment, and used for the sole purpose of storage.

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

1.12 **Common Areas.** The term "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Master Association for the nonexclusive, common use and enjoyment of the Owners and Occupants. The Common Areas shall include (a) all private roadways and easements located within the boundaries of the Development which provide ingress to and egress from any portion of the Development (other than any such private roadways or easements which are located solely within the boundary lines of any Lot or Dwelling), (b) all private roadways and easements located adjacent to or in close proximity with (but otherwise outside of) the Development which provide ingress to or egress from any portion of the Development (other than any such private roadways or easements which are located solely within the boundary lines of any Lot or Dwelling), (c) all signage, street lights, lighting, walkways, sidewalks, paths, bicycle and jogging paths and lanes, gates, walls, fences, limited access facilities, Improvements, landscaped or other areas immediately adjacent to any public or private roadways which may be adjacent to or in close proximity with the Development which provide ingress to and egress from any portion of the Development (other than any such areas located solely within the boundary lines of any Lot or Dwelling), (d) all lakes, water features, storm drains and sewers, drainage and/or watershed protection or retention ponds, lakes, basins or other areas and facilities located within the Development (other than such areas located solely within the boundary lines of any Lot or Dwelling), (e) all maintenance areas and parking areas located on any portion of the Development (other than such areas located solely within the boundary lines of any Lot or Dwelling), (f) all utility lines, pipes, ducts, conduits, equipment, machinery and other apparatus and appurtenances which are located in or serve any portion of the Common Areas, (g) all parks, nature trails, recreational facilities and areas (excluding the Golf Property) and (h) all easements and easement areas within the Development (other than such areas located solely within the boundary lines of any Lot or Dwelling), and any other areas or Improvements on or within the Development which are designated as Common Areas by Developer or the Master Association Board from time to time. The designation of any land and/or Improvements as Common Areas shall not mean or imply that the public at large acquires any easement of use or enjoyment thereof or any other rights, licenses or benefits therein. **NONE OF THE GOLF FACILITIES, THE GOLF PROPERTY, OR THE GOLF CART PATH SYSTEM SERVING THE GOLF FACILITIES AND THE GOLF PROPERTY, ARE PART OF THE COMMON AREAS.**

1.13 **Common Expenses.** The term "Common Expenses" shall mean and refer to all expenditures made or incurred by or on behalf of the Association, including, without limitation, those expenses

described in Section 8.04(c) below, all funds assessed for the creation or maintenance of reserves pursuant to the provisions of these Covenants, and a proportionate share of all Master Association Expenses.

1.14 **Covenants.** The term "Covenants" shall mean and refer to these Old Overton Ridge Covenants, Conditions and Restrictions as set forth herein, and all amendments thereto.

1.15 **Developer.** The term "Developer" shall mean Liberty Park Joint Venture, an Alabama general partnership, its successors and assigns.

1.16 **Development.** The term "Development" shall mean and refer to approximately 2,500 acres of real property known as "Liberty Park" being more particularly described in Exhibit "B" attached hereto and incorporated herein by reference, and all Improvements thereon and any additional property submitted thereto as Developer, in its sole discretion, shall deem necessary or desirable. The Property comprises a part of the Development.

1.17 **Dwelling.** The term "Dwelling" shall mean and refer to any improved Lot intended for use as single-family detached residential housing. Wherever any of the phrases "Lot or Dwelling", "Lots or Dwellings", "Lot and Dwelling" or "Lots and Dwellings" appear herein, the term "Dwelling" or "Dwellings" in those instances shall include the Lot or Lots upon which such Dwelling or Dwellings are constructed.

1.18 **Golf Facilities.** The term "Golf Facilities" shall mean and refer to the golf course and related facilities developed by the Developer on the Golf Property, as the Golf Property may be increased or decreased, in the sole discretion of Developer including the golf course, golf driving range, putting greens, golf cart paths, tennis courts, swimming pools, clubhouses, locker rooms, tennis and golf proshops, food and beverage facilities, maintenance areas, buildings and any other recreational or related facilities or amenities which may be built or constructed on the Golf Property from time to time at the election of Developer in the sole discretion of Developer. **NONE OF THE GOLF FACILITIES, THE GOLF PROPERTY OR THE GOLF CART PATH SYSTEM SERVING THE GOLF FACILITIES AND THE GOLF PROPERTY ARE PART OF THE COMMON AREAS OR GOVERNED BY THE PROVISIONS OF THESE COVENANTS. NO OWNER OR OCCUPANT, NOR THE ASSOCIATION SHALL HAVE ANY RIGHTS IN AND TO, OR ANY OBLIGATIONS WITH RESPECT TO, THE GOLF FACILITIES BY VIRTUE OF THESE COVENANTS OR BY VIRTUE OF OWNERSHIP OR OCCUPANCY OF ANY LOT OR DWELLING. THE GOLF FACILITIES ARE PROVIDED SOLELY FOR THE MEMBERS OF THE GOLF FACILITIES AND OWNERSHIP OF ANY PORTION OF THE PROPERTY OR ANY LOT OR DWELLING SITUATED THEREON SHALL NOT ENTITLE SUCH OWNER TO ANY RIGHTS IN OR TO OR THE USE OF THE GOLF FACILITIES OR THE GOLF**

PROPERTY, AS IT MAY BE INCREASED OR DECREASED, IN THE SOLE DISCRETION OF DEVELOPER.

1.19 **Golf Property.** The term "Golf Property" shall mean and refer to that certain real property as generally depicted on the master plan of the development on which the Golf Facilities are or will be located, as it may be increased or decreased, in the sole discretion of Developer.

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

1.21 **Improvement.** The term "Improvement" shall mean and refer to all Dwellings, any building, structure, planting or device constructed, erected or placed upon any Lot or Common Area which in any way affects the exterior appearance of any Lot, Dwelling or Common Area. Improvements shall include, by way of illustration and not limitation, buildings, sheds, foundations, covered patios, helipads, underground utilities, septic tanks, roads, driveways, walkways, paving, curbing, parking areas, trees, shrubbery, landscaping, fences, screening, walls, signs, satellite dishes, radio or television antennas, and any other artificial or man-made changes or alterations to the natural condition of any Lot or Dwelling. "Improvements" shall also mean any grading and any excavation or fill, the volume of which exceeds eight (8) cubic yards, and any soil erosion controls, ponds, lakes, or drainage channels constructed or designated pursuant to the Watershed Protective Covenants.

1.22 **Institutional Mortgagee.** The term "Institutional Mortgagee" shall mean and refer to (a) any federal or state chartered bank, trust company, life insurance company, federal or state savings and loan association, real estate investment trust or other recognized lending institution which normally and customarily engages in the business of making Mortgage loans, (b) any institutional or governmental purchaser of Mortgage loans in the secondary market, such as Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, and (c) any pension or profit-sharing trust that makes Mortgage loans or that purchases Mortgage loans in the secondary market, which holds a first Mortgage on any Lot or Dwelling which has been duly and properly recorded in the Probate Office of Jefferson County, Alabama.

1.23 **Liberty Parkway.** The term "Liberty Parkway" shall mean and refer to that certain roadway situated adjacent to the Property, as generally depicted on the master plan of the Development, and all improvements and alterations thereto which may be made to such roadway from time to time.

1.24 **Living Space.** The term "Living Space" shall mean and refer to the enclosed and covered areas within a Dwelling which are open to grade on at least one wall, heated and cooled by heating, ventilating and air conditioning equipment, and finished for general living accommodations, exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, Bulk Storage Areas, Attics and Basements.

1.25 **Lot.** The term "Lot" shall mean and refer to any unimproved portion of the Property upon which the Owner thereof intends that a Dwelling be constructed. Upon the recordation of any subdivision plat for any portion of the Property, each lot indicated thereon shall be deemed a Lot for purposes of these Covenants. A parcel of land shall be deemed unimproved and thus considered to be a Lot rather than a Dwelling until the Improvements constructed thereon are sufficiently complete to reasonably permit habitation thereof. Upon such completion, such Lot and the Improvements thereon shall collectively be considered to be a Dwelling for purposes of these Covenants. In the event any Lot is resubdivided by Developer pursuant to the provisions of Section 2.07 hereof, the resubdivided Lots shall constitute the number of Lots which remain after such division or combination of Lots.

1.26 **Master Association.** The term "Master Association" shall mean and refer to Liberty Park Master Owners' Association, Inc., an Alabama nonprofit corporation, the members of which shall be the Association, other residential property owners' associations and such commercial property owners' associations and golf members' associations formed by Developer or an affiliate of Developer in connection with portions of the Development other than the Property, all as determined by the Developer to constitute members of the Master Association.

1.27 **Master Association Board.** The term "Master Association Board" shall mean and refer to the members of the Board of Directors of the Master Association and their duly elected successors as may be provided in the Master Association articles of incorporation and the Master Association Bylaws.

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

1.29 **Master Association Expenses.** The term "Master Association Expenses" shall mean and refer to all expenditures made or incurred by or on behalf of the Master Association, including without limitation, those expenses described in Section 8.04(d) below.

1.30 **Mortgage.** The term "Mortgage" shall mean and refer to any mortgage, deed of trust or other security device encumbering a

Lot or Dwelling or any interest therein and which shall have been duly and properly recorded in the Probate Office of Jefferson County, Alabama.

1.31 **Mortgagee.** The term "Mortgagee" shall mean and refer to the holder of any Mortgage and shall include any Institutional Mortgagee.

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

1.33 **Old Overton Property.** The term "Old Overton Property" shall mean and collectively refer to the Property, any Additional Property, and any other single-family residential area developed by Developer, in Developer's sole discretion, north of Liberty Parkway, including, but not limited to, Old Overton Estates, according to map or plat recorded in Map Book 173, Page 12, in the Probate Office of Jefferson County, Alabama, and Old Overton Estates Resurvey No. 1, according to map or plat recorded in Map Book 174, Page 59, in said Probate Office.

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

1.35 **Property.** The term "Property" shall mean and refer to that certain real property situated in Jefferson County, Alabama which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. The Property shall also include any Additional Property made subject to these Covenants pursuant to Section 2.02 hereof. **The Property does not include the Golf Facilities or the Golf Property.**

1.36 **Watershed Protective Covenants.** The term "Watershed Protective Covenants" shall mean and refer to that certain Declaration of Protective Covenants for Liberty Park dated as of May 1, 1991, between Developer and The Water Works and Sewer Board of The City of Birmingham which is recorded in Real Volume 4037, Page 122, in the Probate Office of Jefferson County,

Alabama, as amended from time to time. All Lots and Dwellings shall be conveyed subject to the Watershed Protective Covenants in addition to these Covenants.

ARTICLE II

PROPERTY SUBJECT TO COVENANTS

2.01 **General.** Developer hereby proclaims that the Property is and shall be subject to the easements, covenants, conditions, restrictions, charges, liens and regulations of these Covenants and the Property, any part thereof and each Lot or Dwelling and Common Area thereon shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved and maintained subject to the terms of these Covenants, which easements, covenants, conditions, restrictions, charges, liens and regulations shall run with the title to the Property and shall be binding upon and inure to the benefit of Developer and upon all Owners and Occupants of the Property and any Lot or Dwelling and Common Area thereof. **These Covenants shall not apply to or affect the Golf Property nor shall these Covenants apply to any real property owned by Developer other than the Property, unless the same is subjected specifically by written instrument to these Covenants.**

2.02 **Additional Property.** Developer reserves the right, in its sole and absolute discretion, at any time and from time to time during the pendency of these Covenants, to add and submit any Additional Property to the provisions of these Covenants and, to the extent any of the Additional Property is specifically submitted to the terms and provisions of these Covenants by Developer, then any such Additional Property shall constitute part of the Property. Additional Property may be submitted to the provisions of these Covenants by an instrument executed by Developer in the manner required for the execution of deeds and recorded in the Probate Office of Jefferson County, Alabama, which instrument shall be deemed an amendment to these Covenants (which need not be consented to or approved by any Owner, Occupant or Mortgagee of any Lot or Dwelling) and shall (a) refer to these Covenants stating the book and page number in the Probate Office of Jefferson County, Alabama where these Covenants are recorded, (b) contain a statement that such Additional Property is conveyed subject to the provisions of these Covenants or only specified portions thereof, (c) contain an exact description of such Additional Property and (d) state such other or different covenants, conditions and restrictions as the Developer, in its sole discretion, shall specify to regulate and control the use, occupancy and improvement of such Additional Property. From and after the date on which any amendment to these Covenants is recorded in the Probate Office of Jefferson County, Alabama submitting any Additional Property to the terms and provisions of these Covenants, the number of votes in the

Association shall be increased by the number of Lots within the Additional Property which is added and submitted to these Covenants and in accordance with the voting rights set forth in the Bylaws. In no event shall Developer be obligated to submit any Additional Property to the provisions of these Covenants or to impose any of the covenants, conditions or restrictions set forth in these Covenants upon any real property owned by Developer other than the Property. Notwithstanding anything provided in these Covenants to the contrary, (1) the provisions of this Section 2.02 may not be abrogated, modified, rescinded, supplemented or amended, in whole or in part, without the prior written consent of Developer and (2) the rights reserved by Developer pursuant to this Section 2.02 shall not be deemed to inure to the benefit of any transferee or purchaser of any Additional Property or any portion thereof, unless Developer, in its sole discretion, transfers and conveys to such transferee or purchaser the rights reserved herein by express reference to Section 2.02 of these Covenants.

2.03 **Right of Developer to Modify Restrictions with Respect to Lots Owned by Developer.** With respect to any Lot owned by Developer, Developer may, by deed, contract or other instrument filed for record in the manner specified in Section 2.02 above, modify the provisions of these Covenants as the same apply to any such Lot, including but not limited to, the withdrawal of any such Lot from the operation and effect of these Covenants.

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

2.05 **Golf Facilities.** Developer, in its sole discretion, may from time to time provide Golf Facilities to be constructed on the Golf Property which are separate from the Common Areas. The Golf Facilities shall be developed and provided at the discretion of the Developer. Whoever owns any of these Golf Facilities at any particular time has the exclusive right to determine from time to time, in its sole discretion and without notice or approval of any change, how and by whom the Golf Facilities shall be used, if at all. By way of example, but not limitation, such entities have the right to approve users and determine eligibility for use, to reserve use rights for future purchasers of the Development, to terminate any or all use rights, to change, eliminate or cease operation of any or all of the Golf Facilities, to transfer any or all of the Golf Facilities or the

operation thereof to anyone (including without limitation a member-owned or equity club) and on any terms, to limit the availability of use privileges, and to require the payment of a purchase price, membership contribution, initiation fee, dues and other charges for use privileges. Ownership of any or all of the Development or membership in the Association, does not give any vested right or easement, prescriptive or otherwise, to use the Golf Facilities, and does not grant any ownership or membership interest in the Golf Facilities.

2.06 **Development of Property.** Subject to the approval of any Governmental Authority with appropriate jurisdiction, Developer shall have the right, but not the obligation, for so long as Developer owns any portion of the Development, or until such earlier date as Developer elects in its sole discretion to relinquish such right, to make improvements and changes to all Common Areas and to all Lots or Dwellings owned by Developer, including, without limitation, (i) installation and maintenance of any Improvements in or to the Common Areas, (ii) changes in the location of the boundaries of any Lot or Dwelling owned by Developer or of the Common Areas, (iii) installation of any water, sewer and any other utility systems and facilities within the Common Areas, (iv) installation of limited access and trash and refuse facilities, and (v) installation and maintenance of any soil erosion control, ponds, lakes or drainage channels pursuant to the Watershed Protective Covenants.

2.07 **Subdivision Plat.** Developer reserves the right to record, modify, amend, revise and otherwise add to, at any time and from time to time, a subdivision plat setting forth such information as Developer may deem necessary with regard to the Property, including, without limitation, the locations and dimensions of all Lots, Dwellings, Common Areas, Additional Property, public or private roads, utility systems, drainage systems, utility easements, drainage easements, access easements, set-back line restrictions, lakes, retention ponds and drainage basins. Any such subdivision plats or any amendments thereto shall be binding on the portions of the Property indicated thereon as if such subdivision plat were specifically incorporated into these Covenants. Notwithstanding anything provided to the contrary in these Covenants, Developer may at any time or from time to time divide and redivide, combine and resubdivided any Lots owned by Developer and change any easement description or relocate any roads affected thereby, subject to approval of any Governmental Authority having jurisdiction thereof.

ARTICLE III

EASEMENTS

3.01 Grant of Nonexclusive Easements to Owners.

(a) Common Areas. Subject to the terms and conditions of these Covenants and the rules, regulations, fees and charges from time to time established by the Master Association Board, Developer does hereby grant to each Owner and Occupant the nonexclusive right, privilege and easement of access to and the use and enjoyment of the Common Areas in common with Developer, its successors and assigns, all other Owners and Occupants. Subject to the provisions of Sections 3.03(a), 3.03(b) and 3.03(c) below, the easement and rights granted pursuant to this Section 3.01(a) are and shall be permanent and perpetual, are nonexclusive, are appurtenant to and shall pass and run with title to each Lot and Dwelling. The easements and rights granted pursuant to this Section 3.01(a) are expressly subject to the rights reserved by Developer to restrict access to the Development as provided in Sections 3.03(a) and 3.03(b) below and to take any action necessary or desired in order to cause any of the private roadways within the Development to be dedicated and accepted public roadways by any Government Authority as provided in Section 3.03(c) below.

(b) Liberty Parkway. Subject to the terms and conditions set forth in these Covenants, and subject also to traffic rules and regulations described in Section 6.31, Developer does hereby grant to each Owner and Occupant, for ingress and egress to and from any Lot, Dwelling or Common Area, a nonexclusive easement over and upon, and the right to use for pedestrian and vehicular travel and transportation purposes, Liberty Parkway, subject to and in common with Developer, its successors and assigns, and the rights of all other parties having any interest or rights therein. Subject to the terms of Sections 3.03(a) and 3.03(b) below and the rights reserved by Developer to take any action necessary or desired in order to cause Liberty Parkway or any portion thereof to be dedicated to and accepted as a public roadway by any Government Authority, as provided in Section 3.03(c) below, the easement and right to use granted pursuant to this Section 3.01(b) are and shall be permanent and perpetual, are nonexclusive, are appurtenant to and shall pass and run with title to each Lot and Dwelling. The easement and right to use granted pursuant to this Section 3.01(b) are also subject to all rights of Developer to upgrade and improve any intersection of Liberty Parkway and any other street or highway when, in Developer's judgment, such upgrading or improvement is necessary to maintain acceptable traffic flow within the Development. Such upgrading and improving shall include, but not be limited to, signalization of any such intersection. To the extent Developer is obligated to maintain or otherwise pay any portion of the

costs of maintaining Liberty Parkway, or if Developer deems it necessary or desirable to upgrade or improve any intersection of Liberty Parkway and any other street or highway as stated above, the Master Association shall assume all of Developer's obligations relating thereto and such costs shall be included in the Master Association Expenses pursuant to Section 8.04(d) below.

3.02 **Grant of Easement to Governmental Authorities.** Subject to the provisions of Sections 3.03(a) and 3.03(b) below, Developer does hereby grant to each branch, bureau, department and agency of any Governmental Authority and its respective agents, employees and representatives, a permanent, perpetual and nonexclusive easement over, across, through and upon Liberty Parkway and all of the private roadways within the Development forming a part of the Common Areas for the purposes of performing such duties and activities related to law enforcement, fire protection, trash and refuse collection, building inspection services, mail and package delivery, medical and emergency services and any other functions or duties to be performed by the Governmental Authorities as shall be required or appropriate from time to time.

3.03 **Reservation of Controlled Access Easement.**

(a) Waiver of Unlimited Access. Each Owner, by acceptance of a deed or other instrument conveying any interest in any Lot or Dwelling, does hereby waive all rights of uncontrolled and unlimited access, ingress to and egress from such Lot or Dwelling and acknowledges and agrees that (i) in order to provide quiet enjoyment, access and ingress to and egress from the Development and/or the Property may be controlled, restricted and limited to exclude the general public therefrom and (ii) access, ingress to and egress from such Owner's Lot or Dwelling shall be limited to the roads, sidewalks, walkways, paths, trails and bicycle and jogging paths and lanes designated as Common Areas by Developer; provided, however, that, subject to the terms and provisions of these Covenants, vehicular and pedestrian access to and from all Lots and Dwellings shall be provided at all times. Notwithstanding anything provided to the contrary in these Covenants, during any golf tournaments sponsored by Developer or by any other golf and/or country clubs situated in close proximity with the Development which utilize any portion of Liberty Parkway for access purposes, Developer reserves the right to limit and restrict access to Liberty Parkway and any of the Common Areas of the Development and, to the extent practicable, to make portions of Liberty Parkway and portions of the private roadways within the Common Areas of the Development one-way roads.

(b) Right to Install Limited Access Facilities. Developer does hereby establish and reserve for itself, the Master

Association, and their respective successors and assigns, the right and privilege, but not the obligation, to (i) maintain guarded or electronically-monitored gates controlling, limiting and restricting vehicular and pedestrian access to and from any portion of the Development and (ii) require payment of toll charges for use of any private roads within the Development by permitted commercial traffic or by members of the general public, provided that in no event shall any such tolls be applicable to (1) any Owner or Occupant, (2) any Mortgagee or its designated representative, (3) any member, guest, family member, invitee, employee, agent of any member of the Golf Facilities or any other person or persons from time to time designated by the Developer who shall be afforded access to those portions of the Development necessary or required for access, ingress to or egress from, maintenance, operation and use of the Golf Property, (4) any of the Governmental Authorities or their designated agents and representatives or (5) Developer and those individuals designated from time to time by Developer to be afforded access to the Development.

(c) Power of Attorney. Notwithstanding anything provided to the contrary in these Covenants, Developer (i) does hereby establish and reserve the right, in its sole and absolute discretion and at any time and from time to time, to dedicate Liberty Parkway or any portion thereof and/or any of the private roadways within the Development as public roadways to any Governmental Authority designated by Developer without requirement that the approval or consent of any Owner, Occupant or Mortgagee be obtained and (ii) shall be and hereby is authorized and entitled to execute any and all agreements, documents, instruments and subdivision plats pursuant to which Liberty Parkway or any portion thereof and/or any of the private roadways within the Development are submitted for dedication as public roadways. Each Owner, by acceptance of any deed to a Lot or Dwelling, and each Mortgagee, by the acceptance of any Mortgage on any Lot or Dwelling, shall be deemed to, and each does hereby, irrevocably appoint the Developer as its respective agent and attorney-in-fact for the purpose of executing, signing, acknowledging, swearing to and recording any and all instruments, certificates, documents, agreements and subdivision plats relating to the dedication of Liberty Parkway or any portion thereof and/or any of the private roadways within the Development for and in the name of any such Owner and Mortgagee in their name, place and stead. The power and authority granted herein is hereby declared to be irrevocable and a power coupled with an interest which shall survive the death or dissolution of any Owner or Mortgagee and be binding on all Owners and Mortgagees and their respective heirs, executors, administrators, personal representatives, successors and assigns and anyone having any interest in any Lot, Dwelling or Common Area or in any of the easement rights created or granted in these Covenants. The rights reserved by Developer pursuant to this Section 3.03(c) may

be assigned to the Master Association. Upon such assignment, the Master Association shall have the same rights reserved herein to Developer.

(d) Recreational Facilities. Subject to the terms and provisions of these Covenants and the rules, regulations, fees and charges from time to time established by the Developer or the Master Association, each Owner and Occupant shall have the nonexclusive right, privilege and easement for access to and the use and enjoyment of the recreational areas, facilities and amenities now or hereafter located in the Common Areas. The easement and rights granted herein are and shall be permanent and perpetual, are nonexclusive, are appurtenant to and shall pass and run with title to each Lot and Dwelling. **The Golf Facilities are not part of the Common Areas and are provided solely for the members of the Golf Facilities and ownership of any portion of the Property or any Lot or Dwelling situated thereon shall not entitle such Owner to any rights in or to the use of the Golf Facilities or the Golf Property.**

(e) Benefit of Easements. The easements, rights and privileges granted in Sections 3.01 and 3.03 shall pass with each Lot and Dwelling as an appurtenance thereto and may not be severed, transferred, assigned or otherwise alienated separate or apart from a Lot or Dwelling.

3.04 **Reservation of General Access Easement.** Developer does hereby establish and reserve for itself, the Master Association, the ARC, and the Association, their respective agents, employees, representatives, invitees, successors and assigns, a permanent and perpetual nonexclusive easement appurtenant over, across, through and upon each Lot and Dwelling for the purpose of providing ingress to and egress from each Lot and Dwelling for (a) inspecting each Lot and Dwelling and any Improvements thereon in order to determine compliance with the provisions of these Covenants, and (b) the performance of the respective duties of Developer, the Master Association, the ARC and the Association hereunder, including, without limitation taking any action required or permitted to be taken by Developer, the Master Association, the ARC and/or the Association pursuant to any of the terms or provisions of these Covenants, the Master Association Bylaws or the Watershed Protective Covenants; provided, however, that upon completion and occupancy of any Dwelling, then except in the event of emergencies, the foregoing easement shall be utilized only during normal business hours and then, whenever practicable, only upon advance notice to the Owner or Occupant of such Lot or Dwelling directly affected thereby.

3.05 **Reservation of Easements With Respect to Common Areas.**

(a) Easement Upon Common Areas. Developer does hereby establish and reserve, for itself, the Master Association, the

ARC, and their respective agents, employees, representatives, invitees, successors and assigns, a permanent and perpetual nonexclusive easement appurtenant over, across, under, through and upon all of the Common Areas for the purpose of (i) constructing, installing, maintaining, repairing and replacing any Improvements to the Property or to the Common Areas and (ii) doing all other things reasonably necessary and proper in connection therewith; provided, however, that nothing in this sentence shall obligate Developer to undertake any of the foregoing. In addition to the other rights and easements established and reserved herein and regardless of whether Developer continues to own any portion of the Development, Developer hereby establishes and reserves for itself and its successors and assigns, a permanent and perpetual, nonexclusive easement to have access, ingress to and egress from and the right and privilege to use and enjoy the Common Areas and all Improvements thereon for such purposes as Developer deems appropriate; provided, however, that Developer should not exercise such rights so as to unreasonably interfere with the rights of the Owners to use the Common Areas.

(b) Changes in Common Areas. Developer does hereby establish and reserve unto itself and its successors and assigns the permanent right to change, modify and realign the boundaries of any of the Common Areas, any Lots, Dwellings, other portions of the Development owned by Developer, or the Golf Property. Developer further reserves the right, but shall not have any obligation, to convey by quitclaim deed to the Master Association at any time and from time to time any portion of the Development, the Property or any Improvements thereto to be utilized as Common Areas, as Developer, in its sole discretion, may determine.

3.06 **Reservation of Easement for Utilities.** Developer does hereby establish and reserve for itself and the Master Association, and their respective successors and assigns, a permanent and perpetual nonexclusive easement appurtenant over, across, under, through and upon all portions of the Common Areas and all Lots and Dwellings which are reasonably necessary for the purpose of installing, erecting, replacing, relocating, maintaining and operating master television and/or cable systems, limited access facilities and similar systems and all utilities necessary or convenient for the use of any portion of the Development including, without limitation, publicly or privately owned and operated electrical, gas, telephone, water and sewer services, storm drains and sewers, drainage systems, retention ponds, lakes, basins and facilities, lines, pipes, conduits, equipment, machinery and other apparatus and appurtenances necessary or otherwise reasonably required in order to provide any utility service to any portion of the Development. The easements established and reserved herein shall include the right to cut and remove trees, undergrowth and shrubbery, to grade, excavate or fill and to otherwise take all other action

reasonably necessary to provide economical and safe installation, maintenance, repair, operation and replacement of all such utility services and the systems, equipment and machinery used to provide the same. Notwithstanding anything provided in this Section 3.06 to the contrary, (i) the utilization of any of the easements and right established and reserved pursuant to this Section 3.06 shall not unreasonably interfere with the use or occupancy of any Dwelling situated on any Lot, and (ii) Developer shall use good faith efforts to attempt to cause any utility company or other supplier or provider of any utility service which may utilize any of the easements and right reserved and established pursuant to this Section 3.06 to take reasonable action to repair any damage to any Lot or Dwelling caused by such utility company or other supplier or provider of such utility service during the exercise of any rights established and reserved herein.

3.07 **Reservation of Easements for Signs, Walks, Trails, Walls and Fences.**

(a) Easement for Walks, Trails and Signs. Developer does hereby establish and reserve for itself, the Master Association, their respective successors and assigns, a permanent and perpetual easement appurtenant over, across, through and upon a strip of land ten (10) feet in width on any side of any Lot or Dwelling lying parallel and directly adjacent to and abutting any public or private roadway, for the purpose of constructing, installing, maintaining, repairing, operating, replacing and the use of sidewalks, walkways, trails, bicycle and jogging paths and lanes, traffic directional signs, street lights and related improvements; provided, however, that neither Developer nor the Master Association, by virtue of this sentence, shall have any obligation to construct any of the foregoing improvements.

(b) Easement for Perimeter Wall. Developer does hereby establish and reserve for itself, the Master Association, and their respective successors and assigns, a permanent and perpetual easement appurtenant over, across, through and upon a strip of land fifteen (15) feet in width on the side of any Lot or Dwelling lying parallel to the perimeter boundary of the Development for the purpose of constructing, installing, maintaining, repairing, operating and replacing a perimeter wall, fence, mound or berm around the perimeter boundary of the Development; provided, however, that neither Developer nor the Master Association, by virtue of this sentence, shall have any obligation to construct any such perimeter wall, fence, mound or berm.

3.08 **Reservation of Maintenance Easement.** Subject to the terms and provisions of Section 7.02(b) below, Developer does hereby establish and reserve for the Master Association, the Association, and each of their respective agents, employees,

successors and assigns, a permanent and perpetual right and easement to enter upon any Lot or Dwelling for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps or other unsightly growth and removing trash so as to maintain reasonable standards of health, fire, safety and appearance within the Development; provided, however, that such easement shall not impose any duty or obligation upon Developer, the Master Association or the Association to perform any of the foregoing actions.

3.09 **Reservation of Environmental Easement.** Developer does hereby establish and reserve for itself, the ARC, the Master Association and their respective agents, employees, successors and assigns, a permanent and perpetual right and easement on, over, across and upon all Lots and all unimproved portions of any Dwellings for the purpose of taking any action necessary to effect compliance with the Architectural Standards or any environmental rules, regulations and procedures from time to time promulgated or instituted by any Governmental Authorities or the Master Association. Except in the case of an emergency situation or a perceived emergency situation, the exercise by Developer or the Master Association of the rights reserved in this Section 3.09 shall not unreasonably interfere with the use or occupancy of any Dwelling situated on any Lot.

3.10 **Watershed Protective Covenants.** In addition to these Covenants, all Lots, Dwellings, Improvements and Common Areas are subject to the covenants, conditions, restrictions, easements, limitations, obligations, assessments, remedies, prohibitions and appointments set forth in the Watershed Protective Covenants for such period and to the extent set forth therein. The Watershed Protective Covenants are referred to and incorporated in these Covenants by reference as if set out herein in their entirety.

3.11 **Landscaping by Owners on Easement Areas.** The Developer, the Master Association, the Association, any Governmental Authority, any utility company, and each of their respective successors and assigns, shall not be liable to any Owner, Occupant or any other party for and on account of damage to any landscaping or plantings placed on any easement area or road right-of-way within the Development by any Owner, Occupant or any other party.

3.12 **Reservation of Easement for Golf Balls.** Every Lot and Dwelling is burdened with an easement permitting golf balls unintentionally to come upon the Lot or Dwelling and for golfers at reasonable times and in a reasonable manner to come upon the exterior portions of any Lot or Dwelling to retrieve errant golf balls; provided, however, if any Lot or Dwelling is fenced or walled, the golfer shall seek the Owner's or Occupant's permission before entry. All Owners, by acceptance of delivery of a deed to a Lot or Dwelling, assume all risks associated with

errant golf balls, and all Owners agree and covenant not to make any claim or institute any action whatsoever against arising or resulting from any errant golf balls, any damages that may be caused thereby, or for negligent design of the Golf Facilities or siting of any Dwelling. Nothing in this paragraph shall in any way relieve golfers from liability for damages resulting from errant golf balls.

ARTICLE IV

ASSOCIATION

4.01 **Membership.** The Owner of each Lot or Dwelling shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling; provided, however, that (a) Developer shall be deemed a member of the Association for so long as Developer owns any portion of the Old Overton Property, or until such earlier date as Developer elects, in Developer's sole discretion, to terminate Developer's membership in the Association, (b) in the event any Lot or Dwelling is owned by more than one (1) person, then the Owner of such Lot shall, by written notice to the Board, designate only one (1) representative to serve as a member of the Association until such time, if at all, that the Mortgagee becomes an Owner by virtue of foreclosure of its Mortgage and title to such encumbered Lot or Dwelling is vested in Mortgagee pursuant to duly recorded deed. The transfer or conveyance of fee title to any Lot or Dwelling (other than by a Mortgage as security for the payment of an obligation), shall automatically include the transfer of all membership rights of such Owner in the Association with respect to the Lot or Dwelling transferred and conveyed, notwithstanding any failure of the transferor to endorse to his transferee any certificates, assignments or other evidence of such membership. Membership or the rights and benefits in the Association may not be transferred, assigned, conveyed or otherwise alienated in any manner separately and apart from the ownership of a Lot or Dwelling. Each member of the Association shall at all times comply with the provisions of these Covenants, the Articles of Incorporation, the Bylaws and all rules and regulations which may from time to time be adopted by the Board or the members of the Association.

4.02 **Board.** The Board shall have the rights and duties set forth in the Articles of Incorporation and the Bylaws. Developer hereby retains and shall have the right to appoint or remove, with or without cause, any member or members of the Board and any officer or officers of the Association until such time as Developer no longer owns any portion of the Old Overton Property, or until such earlier date as Developer elects, in Developer's sole discretion, to relinquish such right. Each Owner, by acceptance of a deed to or other conveyance of a Lot or Dwelling, vests in Developer such authority to appoint and remove members

of the Board and officers of the Association as provided by this Section 4.02.

4.03 **Voting Rights.** Subject to the rights reserved to Developer in the Articles of Incorporation and Bylaws (which, among other things, provide that only Developer, for so long as Developer owns any portion of the Old Overton Property, or until such earlier date as Developer may elect, in Developer's sole discretion, shall be exclusively entitled to take various actions and vote on all matters to be voted on by the members of the Association) and the rights of the Master Association or the Association, as the case may be, to suspend any Owner's voting rights or privileges in the Association pursuant to Section 11.01 below, the Owner of each Lot or Dwelling shall be entitled to one (1) vote in any matters submitted to the members of the Association for approval. No Owner, whether one or more persons, shall have more than one membership and one vote per Lot or Dwelling. Such voting rights shall continue to apply to each Lot or Dwelling upon the addition of any of the Additional Property to these Covenants, or upon the development of any other single-family residential area north of Liberty Parkway, the owners of which may also be members of the Association, all in Developer's sole discretion. Each Owner, by acceptance of a deed or other conveyance to a Lot or Dwelling, consents and agrees to the dilution of his or her voting interest in the Association by virtue of the resubdivision of any Lot by Developer pursuant to Section 2.07 above, the submission of any Additional Property to the terms of these Covenants, or the development of any other single-family residential area north of Liberty Parkway as mentioned above. In no event, whether as a result of there being multiple ownership interests in any Lot or Dwelling or otherwise, shall more than one vote be allowed for any one Lot or Dwelling. Fractional voting shall not be permitted. For purposes of this Section 4.03, Developer shall be deemed to be the Owner of and entitled to all voting rights attributable to any Lots or Dwellings owned by Developer.

4.04 **Duties and Powers of Association.** In addition to the rights, duties, responsibilities and obligations of the Association otherwise set forth in these Covenants, the Association shall have the power to perform or cause to be performed any of the duties and powers set forth in the Articles of Incorporation and the Bylaws. The Association may exercise any other right or privilege granted to it expressly by the Master Association Board, these Covenants or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided to the contrary herein, in the Articles of Incorporation or in the Bylaws, the powers and authority granted to the Association may be exercised by the Board, acting through the officers of the Association, without

further consent or action on the part of the Owners. Nothing herein shall be construed as a restriction of the rights, duties, responsibilities and obligations of the Association set forth in the Articles of Incorporation or the Bylaws.

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

4.06 **Management by Developer or its Affiliates.** In addition to the rights and authority granted to the Association in Section 4.05, Developer or any affiliate thereof may, but shall not be obligated to, be employed as the manager of the Association and the Property for so long as Developer owns any portion of the Old Overton Property, or until such earlier date as Developer elects, in Developer's sole discretion, to relinquish such right, at such compensation and on such terms as would be usual, customary and obtainable in an arms-length transaction with any third party providing comparable services for any real estate development in the southeastern United States of the size, quality and nature of the Property. Each Owner, by acceptance of a deed to or other conveyance of a Lot or Dwelling,

shall be deemed to ratify the provisions of this Section 4.06 and specifically be deemed to have approved any management agreement entered into by the Association and Developer or any affiliate thereof.

4.07 **Rules and Regulations.** Subject to the prior written approval of the Master Association Board which may be withheld in the sole discretion of the Master Association Board, the Board may establish and enforce reasonable rules and regulations governing the use of all Lots and Dwellings, including, without limitation, rules and regulations which govern the establishment of bird sanctuaries, wildlife and wildflower areas, the enforcement of all of the terms and provisions of these Covenants, and the limitation, restriction or prohibition of application of fertilizers, pesticides, and other chemicals within the Property. Each such rule and regulation shall be binding upon all Owners and Occupants until and unless any such rule or regulation is specifically overruled, canceled or modified by the Board or by the majority vote of the total votes of the Association at any regular or special meeting of the Association; provided, however, that no such rule or regulation may be overruled, canceled or modified unless such action is also approved by Developer for so long as Developer owns any portion of the Old Overton Property or until such earlier date as Developer elects in Developer's sole discretion, to relinquish such right.

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

Bylaws. The Association shall maintain adequate general liability and officers' and directors' liability insurance in order to fulfill its obligations under this Section 4.08 and the costs of such insurance shall constitute a Common Expense.

ARTICLE V
ARCHITECTURAL REVIEW COMMITTEE, DEVELOPMENT AND ARCHITECTURAL STANDARDS

5.01 **Committee Composition.** The ARC shall consist of not less than three (3) nor more than seven (7) persons, each of whom shall be appointed or elected as provided in Section 5.02 below. The members of the ARC may, but shall not be required to be, members of the Association or Owners of any Lot or Dwelling. The term of office for each member of the ARC shall be three (3) years (coinciding with the fiscal year of the Master Association), except as provided in Section 5.02(d) below. Any member appointed or elected as provided in Section 5.02 below may be removed with or without cause in the manner provided in Section 5.02 below. Each Owner, by acceptance of a deed to or other conveyance to a Lot or Dwelling, shall be deemed to ratify the provisions of Section 5.02 below.

5.02 **Appointment and Removal of ARC Members.**

(a) **For so long as Developer owns any portion of the Development, or until such earlier date as Developer may elect, in Developer's sole discretion, Developer shall have the sole and exclusive right to appoint and remove all of the members of the ARC.**

(b) At such time as Developer no longer owns any portion of the Development or, upon Developer's written notice to the Master Association and the Association that it no longer desires to exercise the right to appoint and remove members of the ARC as provided in Section 5.02(a) above, then the members of the ARC shall be appointed by the Master Association.

(c) Any member of the ARC may be removed, with or without cause, by (i) Developer, in its sole discretion, during the period of time that the provisions of Section 5.02(a) above are in effect or (ii) the Master Association, in the event the provisions of Section 5.02(b) above are in effect. In the event of death or resignation of a member of the ARC, then Developer, in the event the provisions of Section 5.02(a) above are applicable, or the Master Association, in the event the provisions of Section 5.02(b) above are applicable, as the case may be, shall appoint a substitute member of the ARC to fill the vacancy of such deceased or resigning member for the remainder of the term of such former member.

(d) The Developer shall appoint the initial ARC for terms ranging from one (1) to three (3) years each, in Developer's sole discretion. At the expiration of the term of office of each respective member of the initial ARC, Developer, in the event the provisions of Section 5.02(a) above are applicable, or the Master Association, in the event the provisions of Section 5.02(b) above are applicable, shall appoint a successor of such member for a period of three (3) years.

5.03 **Procedure and Meetings.** The ARC shall elect a chairman and he or she, or in his or her absence, the vice-chairman, shall be the presiding officer at all meetings of the ARC. The ARC shall meet as necessary as well as upon call of the chairman or vice-chairman, and all such meetings shall be held at such places as may be designated by the chairman or vice-chairman. A majority of the total number of members of the ARC shall constitute a quorum of the ARC for the transaction of business and the affirmative vote of a majority of those present in person or by proxy at a meeting of the ARC shall constitute the action of the ARC on any matter which comes before it. The ARC is authorized to retain the services of consulting architects, landscape architects, designers, engineers, inspectors and/or attorneys in order to advise and assist the ARC in performing its functions set forth herein. Each member of the ARC may be paid a stipend or honorarium as may from time to time be determined by the Developer, in the event the provisions of Section 5.02(a) above are applicable, or the Master Association, in the event the provisions of Section 5.02(b) above are applicable and shall otherwise be entitled to a reimbursement of expenses incurred on behalf of the ARC, subject to the approval of such expenses by the Developer, in the event the provisions of Section 5.02(a) above are applicable, or the Master Association, in the event the provisions of Section 5.02(b) above are applicable. The ARC shall have the right from time to time to adopt and establish such rules and regulations as may be determined to be necessary concerning the procedure, notice of meetings and all other matters concerning the conduct of the business of the ARC.

5.04 **Architectural Standards.** The ARC is hereby authorized to promulgate and amend or modify from time to time written Architectural Standards governing policies, guidelines and minimum requirements to be satisfied with respect to the construction, location, landscaping and design of all Dwellings and other Improvements on any Lot, the content and manner in which plans and specifications and other documentation and information concerning the construction of any Dwelling or other Improvements on a Lot are to be submitted to and approved by the ARC, and any other matters affecting the construction, repair or maintenance of any Dwelling or other Improvements on any Lot. The Architectural Standards adopted by the ARC shall be in addition to the provisions and requirements set forth in these

Covenants and shall be binding upon and enforceable against all Owners.

5.05 **Approval of Plans and Specifications.**

(a) **IN ORDER TO PRESERVE THE ARCHITECTURAL AND AESTHETIC APPEARANCE AND THE NATURAL SETTING AND BEAUTY OF THE DEVELOPMENT, TO ESTABLISH AND PRESERVE A HARMONIOUS DESIGN FOR THE DEVELOPMENT AND TO PROTECT AND PROMOTE THE VALUE OF THE DEVELOPMENT, THE PROPERTY, THE LOTS, THE DWELLINGS AND ALL IMPROVEMENTS THEREON, NO IMPROVEMENTS OF ANY NATURE SHALL BE COMMENCED, ERECTED, INSTALLED, PLACED, MOVED ONTO, ALTERED, REPLACED, RELOCATED, PERMITTED TO REMAIN ON OR MAINTAINED ON ANY LOT OR DWELLING BY ANY OWNER, OTHER THAN DEVELOPER, WHICH AFFECT THE EXTERIOR APPEARANCE OF ANY LOT OR DWELLING UNLESS PLANS AND SPECIFICATIONS THEREFOR HAVE BEEN SUBMITTED TO AND APPROVED BY THE ARC IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF SECTION 5.05(b) BELOW. WITHOUT LIMITING THE FOREGOING, THE CONSTRUCTION AND INSTALLATION OF ANY DWELLINGS, SIDEWALKS, DRIVEWAYS, PARKING LOTS, MAILBOXES, DECKS, PATIOS, COURTYARDS, SWIMMING POOLS, TENNIS COURTS, GREENHOUSES, PLAYHOUSES, AWNINGS, WALLS, FENCES, EXTERIOR LIGHTS, SATELLITE DISHES, RADIO OR TELEVISION ANTENNAS, GAZEBOS, GUEST OR SERVANTS' QUARTERS, GARAGES OR ANY OTHER OUTBUILDINGS, SHALL NOT BE UNDERTAKEN, NOR SHALL ANY EXTERIOR ADDITION TO OR CHANGE OR ALTERATION BE MADE (INCLUDING, WITHOUT LIMITATION, PAINTING OR STAINING OF ANY EXTERIOR SURFACE) TO ANY DWELLING OR IMPROVEMENTS, UNLESS THE PLANS AND SPECIFICATIONS FOR THE SAME HAVE BEEN SUBMITTED TO AND APPROVED BY THE ARC IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF SECTION 5.05(b)BELOW.**

(b) The ARC is hereby authorized and empowered to approve all plans and specifications and the construction of all Dwellings and other Improvements on any part of the Property. Prior to the commencement of any Dwelling or other Improvements on any Lot or Dwelling, the Owner thereof shall submit to the ARC plans and specification and related data for all such Improvements, which shall include two copies of each of the following:

(i) House plans at a scale of 1/4" = 1'-0" or larger, to include the following:

1. Exterior elevations of all Improvements.
2. Note all finish floor elevations.
3. Note all exterior materials.
4. Foundation plan.
5. Floor plans for each floor of the Dwelling to be constructed.
6. Note square feet of Living Space per floor and total.

(ii) Color samples and specifications, to include the following:

1. Color samples of all exterior materials and finishes.
2. Completed "Plan Review Form" provided by the Developer.

(iii) Site development plan by a licensed surveyor at a scale of 1" = 20' indicating the following:

1. Lot lines, building setbacks, utility easements and adjacent street(s).
2. Existing grades at 2' intervals from the edge of pavement along the entire width of the Lot to a minimum or 30' behind the Dwelling to be constructed or greater if affected by construction, to be defined as the "Construction Area".
3. Location of all trees 6" in diameter and larger located within the Construction Area, and note which of those existing trees are to be cleared.
4. Location of waste disposal field.
5. Erosion control in accordance with the Watershed Protective Covenants.
6. Footprint and finish floor elevation of Dwelling to be constructed.
7. Location and size of driveways, decks, terraces, patios, outbuildings, retaining walls, mechanical units, utility meters and drainage pipes.
8. Proposed layout of underground utility lines from the street to the Dwelling to be constructed.
9. Proposed grades at 2' intervals tied to existing grades.
10. 15' undisturbed setback line along the side Lot lines shown.

(iv) An exterior lighting plan, including specifications for any exterior lighting to be utilized with respect to such Lot or Dwelling.

(v) A landscaping plan prepared and submitted in accordance with the provisions of Section 5.06 below.

(vi) Such other plans, specifications or other information or documentation as may be required by the Architectural Standards.

(c) The ARC shall, in its sole discretion, determine whether the plans and specifications and other data submitted by any Owner for approval are acceptable. One copy of all plans, specifications and related data so submitted to the ARC shall be retained in the records of the ARC and the other copy shall be returned to the Owner submitting the same marked "approved", "approved as noted" or "disapproved". The ARC shall establish a fee to be charged to and paid by each Owner who submits plans and specifications to the ARC for approval, which fee shall be sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, designers, engineers, inspectors and/or attorneys retained in order to approve such plans and specifications and to monitor and otherwise enforce the terms hereof. Notwithstanding anything provided herein to the contrary, an Owner may make interior improvements and alterations within his Dwelling that do not affect exterior appearance and without the necessity or requirement that ARC approval or consent be obtained.

(d) The ARC shall have the right to disapprove any plans and specifications upon any ground which is consistent with the objectives and purposes of these Covenants, including purely aesthetic considerations, any failure to comply with any of the provisions of these Covenants or the Architectural Standards, failure to provide requested information, objection to exterior design, appearance or materials, objection on the ground of incompatibility of any such proposed improvement with the scheme of development proposed for the Development or the Property, objection to the location of any proposed Improvements on any such Lot, objection to the landscaping plan for such Lot or Dwelling, objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any Improvement or any other matter which, in the sole judgment of the ARC, would render the proposed Improvement inharmonious with the general plan of development contemplated for the Development. The ARC shall have the right to approve any submitted plans and specifications with conditions or stipulations by which the Owner of such Lot or Dwelling shall be obligated to comply and must be incorporated into the plans and specifications for such Improvements or Dwelling. Approval of plans and specifications by the ARC for Improvements to one particular Lot or Dwelling shall not be deemed an approval or otherwise obligate the ARC to approve similar plans and specifications or any of the features or elements for the Improvements for any other Lot or Dwelling within the Development.

(e) In the event the ARC fails to approve, or "approved as noted", in writing any such proposed plans and specifications within forty-five (45) days after such plans and specifications have been submitted, then the plans and specifications so submitted will be deemed to have been disapproved.

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

(g) If construction of the Dwelling or the Improvements has not substantially commenced (by clearing and grading, pouring of footing and otherwise commencing framing and other related construction work) within one (1) year of approval by the ARC of the plans and specifications for such Dwelling or other Improvements, then no construction may be commenced (or continued) on such Lot or Dwelling and the Owner of such Lot or Dwelling shall be required to resubmit all plans and specifications for any Dwelling or other Improvements to the ARC for approval in the same manner specified above.

(h) In addition to the fee charged to and paid by each Owner who submits plans and specifications to the ARC for approval as set forth in Section 5.05(c) above, the Master Association shall establish an impact fee (to be charged to and paid by each such Owner to the ARC at such time as the ARC approves such Owner's plans and specifications), for further payment to the Master Association, which impact fee shall be based on the total number of square feet of Living Space in the Dwelling set forth in such plans and specifications. The Master Association, in its sole discretion, may apply such impact fee to any expenses incurred by the Master Association or the Developer in connection with annexation of the Development, as set forth in Section 12.02 below, or in connection with any private educational facility constructed and operated within the Development which the Developer or the Master Association may, but shall not be obligated, to construct and operate. Nothing in this Section 5.05(h) shall obligate either the Developer or the Master Association to construct or operate any private school or schools and any such construction or operation shall be in the sole discretion of Developer or the Master Association, as applicable.

(i) In addition to all other fees charged to and paid by each Owner pursuant to these Covenants, the Owner of any Lot or Dwelling shall pay such reasonable "tap-on" fees and service fees as may be established by the Master Association, the Developer, or any municipal association that may have jurisdiction over such matters for any sanitary sewer system serving any such Lot or Dwelling.

5.06 **Landscaping Approval.** In order to preserve, to the extent practicable, the natural landscaping and plant life currently situated on the Property and in order to enhance the aesthetic appearance of the Property, no landscaping, grading, excavation or fill work of any nature shall be implemented or installed by any Owner, other than Developer, on any Lot or Dwelling unless and until landscaping plans therefor have been submitted to and approved by the ARC. The provisions of Section 5.05 above regarding the method that such plans are to be submitted to the

ARC, the time for approval or disapproval of the same and the method of approving modifications or changes thereto shall be applicable to such landscaping plans.

5.07 **Construction Without Approval.** If (a) any Improvements are initiated, installed, maintained, altered, replaced or relocated on any Lot or Dwelling without ARC approval of the plans and specifications for the same or (b) the ARC shall determine that any approved plans and specifications for any Improvements or the approved landscaping plans for any Lot or Dwelling are not being complied with, then, in either event, the Owner of such Lot or Dwelling shall be deemed to have violated these Covenants and the ARC shall have the right to exercise any of the rights and remedies set forth in Section 5.13 below.

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

5.09 **Subsurface Conditions.**

(a) **The Property is located in an area which includes underground mines or other geological formations or conditions which may result in surface subsidence. Approval of the submitted plans and specifications by the ARC as herein provided shall not be construed in any respect as a representation or warranty of the ARC and/or the Developer and/or the Master Association to the Owner submitting such plans and specifications. It shall be the sole responsibility of the Owner to determine the suitability and adequacy of the surface and subsurface conditions of the Lot for the construction of any and all Dwellings or other Improvements thereon.**

(b) **Neither the ARC and its individual members, nor the Master Association and its members, nor the Developer and its partners, agents and employees and the officers, directors, agents and employees of its partners (both in its capacity as a Developer as herein defined and as the owner or prior owner of any minerals subjacent to the Property), shall be liable to any Owner or Occupant, or the successors, assigns, licensees, lessees, employees and agents of any Owner or Occupant, for loss or damage on account of injuries to any parcel of the Property, to any buildings, Improvements, Dwellings or other structures now or hereafter located upon any parcel of the Property, or on account of any past or future injuries to any Owner, Occupant, or any other person in or upon any parcel of the Property, which are caused by, or arise as a result of soil and/or subsurface conditions, known or unknown (including, without limitation,**

underground mines or other geological formations or conditions) under or on the Property.

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

5.11 **Commencement and Completion of Construction.** With respect to each Lot, construction of the Dwelling shall be commenced within one (1) year from the date of purchase of such Lot from Developer. Upon commencement of construction of such Dwelling, construction work thereon shall be prosecuted diligently and continuously and shall be completed within one (1) year of the commencement date of said construction, such completion to be evidenced by a certificate of occupancy issued by the appropriate Governmental Authorities. In addition to all other rights and remedies for breach of these Covenants, in the event the Owner of any Lot shall fail to commence construction of a Dwelling within (1) year from the date of purchase of such Lot from Developer, then Developer shall have the option, but not the obligation, to repurchase the Lot for an amount equal to the purchase price paid to Developer for the Lot, without interest.

5.12 **Sales and Construction Activities.** Notwithstanding any provisions or restrictions contained in these Covenants to the contrary, Developer, its agents, employees, successors and assigns, shall have the right and option to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots and/or Dwellings or the development of Lots, Dwellings, Common Areas and the Additional Property, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model Dwellings, all as may be approved by Developer from time to time; provided, however, that the location of any construction trailers of any assignees of Developer's rights under this Section 5.12 shall be subject to Developer's approval. The right to maintain and carry on such facilities and activities shall include, without limitation, the right to use Dwellings as model residences and as offices for the sale of Lots and/or Dwellings and for any related activities.

5.13 **Enforcement and Remedies.** In the event any of the provisions of this Article V are breached or are not otherwise being complied with in all respects by any Owner or Occupant or the respective family members, guest, invitees, agents, employees or contractors of any Owner or Occupant, **then the ARC and the Master Association shall each have the right, but not the obligation, at their option** to (a) enjoin any further construction on any Lot or Dwelling and require the removal or correction of any work in place which does not comply with the plans and specifications approved by the ARC for such Improvements and/or (b) through their designated agents, employees, representatives and independent contractors, enter upon such Lot or Dwelling and take all action necessary to extinguish such violation or breach. All costs and expenses incurred by the ARC or the Master Association in enforcing any of the provisions of this Article V, including, without limitation, attorneys' fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners and any other persons involved in the correction of nonconforming work, the completion of uncompleted work or in any judicial proceeding, together with any other costs or expenses incurred by the ARC or the Master Association in causing any Owner or such Owner's contractors, agents or invitees to comply with the terms and provision of this Article V, shall be paid by such Owner, shall constitute an individual Assessment to such Owner pursuant to Section 8.06 below and, if the same is not paid when due, shall be subject to the lien provided for in Section 8.10 below and be subject to foreclosure as provided for therein. Notwithstanding anything provided herein to the contrary, the right and remedies of the ARC and the Master Association set forth herein shall not be deemed exclusive of any other rights and remedies which the ARC or the Master Association may exercise at law or in equity or any of the enforcement rights specified in Section 6.37, 8.10, 11.01, 11.02 and 11.03 below.

5.14 **Compliance Certification.** The ARC or any authorized representative thereof shall, upon request and at such reasonable

charges as may from time to time be adopted by the Board, furnish to an Owner a certificate in writing setting forth whether all necessary ARC approvals have been obtained and whether any Dwelling or Improvement has been constructed in accordance with the provisions of these Covenants. Any such approval shall not be construed in any respect as a representation or warranty of the ARC and/or Developer and/or the Master Association that all applicable rules, regulations and requirements of all Governmental Authorities with respect to any such Lot or Dwelling have been fulfilled.

5.15 **Repurchase Option.** In the event the Owner of any Lot desires to convey such Lot prior to the expiration of one (1) year after the purchase of such Lot from Developer, and in the event the Owner has not then commenced construction of a Dwelling thereon, Developer shall have and retains the option, but not the obligation, to purchase such Lot for an amount equal to the purchase price paid to Developer for the Lot, without interest. Any such Owner shall give Developer written notice of such Owner's desire to sell such Lot, and Developer shall have thirty (30) days after receipt thereof to exercise Developer's option to purchase such Lot.

ARTICLE VI

USE AND DEVELOPMENT RESTRICTIONS

6.01 **Use Restrictions.** Except as otherwise provided to the contrary in Section 5.12 above, each Lot and Dwelling shall be used for single-family residential purposes only and no trade or business of any kind may be carried on in or from any Lot or Dwelling. The use of any portion of a Dwelling as an office by an Owner shall not be considered a violation of this covenant provided such use does not create regular customer, client or employee traffic, and further provided any such use is in compliance with all applicable rules, regulations and ordinances of any Governmental Authority having jurisdiction thereof. The leasing or rental of a Dwelling for residential purposes only shall not be considered a violation of this covenant so long as the lease (a) is for not less than the entire Dwelling, and (b) is otherwise in compliance with the rules and regulations promulgated and published from time to time by the Association; provided, however, that Developer shall have the perpetual right to designate from time to time any Dwellings owned by Developer, its successors and assigns, which may be leased for such periods of time as Developer may determine, including daily or weekly rentals. Notwithstanding anything provided in this Section 6.01 to the contrary, the Property or any portion thereof, including, specifically, any Lots constituting any portion of the Property, may be used and developed for (i) any of the uses included in the definition of Common Areas and (ii) any uses permitted under applicable zoning ordinances affecting the Property; provided, however, that in the event any portion of the Property is to be developed or used for any purpose other than Common Areas or single-family residential purposes, then such use must be approved in writing by the ARC.

6.02 **ARC Approval.** No Dwellings or other Improvements of any nature whatsoever shall be constructed on any Lot or Dwelling unless such Dwelling and/or Improvements have been approved by the ARC in the manner set forth in Article V above.

6.03 **Underground Utilities and Sanitary Sewer System.** All utility lines, pipes, conduits and wiring for electrical, gas, telephone, water, sewer, cable television, security and any other utility service for any portion of the Property shall be installed and maintained below ground. At such time as a sanitary sewer system becomes available, each Owner will be required to connect such Owner's Dwelling to such system.

6.04 **Building Setbacks.**

(a) Subject to the provisions of Section 6.05 below, and except as provided in Section 6.04 (b) below, minimum building setback lines for all Dwellings shall be established either (i) by the ARC, (ii) on the recorded subdivision plat for the subdivision of which such Lot is included (which may vary for each phase of the Development), or (iii) in the deed from Developer to the Owner of such Lot, all in accordance with applicable rules, regulations and ordinances of any Governmental Authority having jurisdiction thereof.

(b) The rear minimum setback lines for all Lots adjoining the Golf Facilities shall be 75 feet.

(c) A buffer zone of 15 feet containing absolutely undisturbed land, trees, undergrowth and other vegetation, is required on each side and rear Lot line. In the event that such buffer zone contains no major trees or is unsightly, the ARC may, in its sole discretion, consider a proposal for aesthetic improvements to such buffer zone. Such consideration will be extended on a Lot by Lot basis in the ARC's sole discretion.

(d) No Dwellings shall be built within the setback areas established in either Section 6.04(a) or Section 6.04 (b) above. All eaves, steps, porches, terraces, decks, walks and patios shall be deemed a part of the Dwelling for the purposes of determining building setback areas pursuant to this Section 6.04.

6.05 **Siting of Dwellings.** Prior to commencing any construction-related activities on any Lot (including any grading or clearing), the location of any Dwelling to be constructed thereon shall be set forth on the site development plan for such Lot which must be approved by the ARC pursuant to the provisions of Section 5.05 above. Notwithstanding anything provided in Section 6.04 above to the contrary, the ARC may require building setback requirements different from those described in Section 6.04, including building setbacks which are greater than those specified in Section 6.04 above.

6.06 **Trees.** No Owner, other than Developer, shall cut, remove or mutilate any tree, shrub, bush or other vegetation having a trunk diameter of six (6) inches or more, and located on any Lot

prior to any construction or clearing activity on such Lot, without first obtaining the approval of the ARC; provided, however, that the foregoing shall not be deemed to prohibit the cutting and removal of any dead or diseased trees certified as such by the ARC nor shall the foregoing be deemed to release any Owner from the provisions of Section 6.09 and 7.01 below.

6.07 **Height Limitations.** The height of all Dwellings shall be compatible with all other Dwellings adjacent to such Lot or Dwelling. No Dwelling shall exceed thirty-five (35) feet in height, as measured from the finished grade of the Lot on the front of the Dwelling facing a street or roadway.

6.08 **Minimum Living Space.** Minimum Living Space requirements for the main structure of any Dwelling, exclusive of open porches and garages, shall be three thousand two hundred (3,200) gross square feet.

6.09 **Landscaping.**

(a) The landscaping plan for each Lot or Dwelling within the Property shall be submitted to the ARC for approval pursuant to the provisions of Section 5.06 above. Each Owner shall, to the extent practicable, attempt to incorporate into the landscaping plan for his or her Dwelling the natural plant life existing on such Lot and shall otherwise take such steps which would, to the extent practicable, preserve the existing trees, plant life, wild flowers and natural environment, including natural drainage channels, which exist on such Lot.

(b) All front and side yards of each Lot shall be sodded with grass, unless approved by the ARC as a natural area or unless the same is landscaped with shrubbery and other approved plant life.

(c) All landscaping for a Lot shall be completed in accordance with the landscaping plan approved by the ARC no later than thirty (30) days following the issuance of a certificate of occupancy for the Dwelling situated thereon.

(d) No hedge or shrubbery planting which obstructs sight-lines of streets and roadways shall be placed or permitted to remain on any Lot or Dwelling where such hedge or shrubbery interferes with traffic sight-lines for roadways within the Property. The determination of whether any such obstruction exists shall be made by the ARC, whose determination shall be final, conclusive and binding on all Owners.

(e) No rocks or other substances shall be placed on any Lot as a front or side yard border or for the purpose of preventing vehicles from parking on or pedestrians from walking on any portion of such Lot or to otherwise impede or limit access to the same. No bird baths, fountains, reflectors, flag poles, statues, lawn sculptures, lawn furnishings, artificial plants, rock gardens, rock walls, bird houses or other fixtures and accessories shall be placed or installed within the front or side

yards of any Lot or Dwelling, or in the rear (back) yard of any Lot on Dwelling which adjoins the Golf Facilities.

(f) No vegetable, herb or similar gardens or plants shall be planted or maintained in the front or side yards of any Lot or Dwelling or in the rear (back) yard of any Lot or Dwelling if the same would be visible from any street or from the Golf Facilities.

(g) The ARC may from time to time promulgate rules and regulations adopting an approved list of plant life which may be utilized on any Lot or Dwelling, which rules and regulations may prescribe that a minimum dollar amount be established and utilized as the landscaping budget for each Lot or Dwelling.

(h) No Owner shall allow the lawn grass on his or her Lot or Dwelling to grow to a height in excess of six (6) inches, measured from the surface of the ground.

(i) Seasonal or holiday decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations) shall be promptly removed from each Lot or Dwelling as soon as such holiday passes.

6.10 **Roofing.**

(a) The ARC shall have the right to establish specific requirements for the pitch of any roof and the type of roofing materials which may be utilized for any Dwelling.

(b) No solar or other energy collection panel, equipment or device shall be installed or maintained on any Lot or Dwelling, including, without limitation, the roof of any Dwelling if the same would be visible from any street or from the Golf Facilities.

(c) No plumbing or heating vents, stacks and other projections of any nature shall be placed on the roof on the front of a Dwelling. All such vents, stacks and any other projections from the roof of any Dwelling shall be located on the rear roof of such Dwelling and shall (i) be painted the same color as the roofing material used for such Dwelling and (ii) to the extent practicable, not be visible from any street or the Golf Facilities.

(d) No projections of any type shall be placed or permitted to remain above the roof of any Dwelling except for approved chimneys and vent stacks.

6.11 **Exterior Lighting.** All exterior lighting for Dwellings, including, without limitation, free standing lighting and utility (e.g., flood) lights attached to a Dwelling, must be approved by the ARC.

6.12 **Exterior Materials and Finishes.**

(a) Approved exterior building material finishes for any Dwelling shall include brick, stone, stucco, solid wood siding (e.g., cypress or other solid wood), and such other materials as may be approved by the ARC. All wood surfaces utilized on the exterior of any Dwelling shall be painted or stained. Prohibited exterior finish materials shall include particle board, plywood, vinyl or any other type of pressed, laminated or fabricated siding, vertical siding, simulated brick or stone and any other materials as the ARC may from time to time determine.

(b) All brick, stonework and mortar, as to type, size, color and application, must be approved by the ARC. All exterior colors, including, without limitation, the color of all roof shingles, brick, stone, stucco, wood, trim, cornices, eaves, railings, doors and shutter shall be subject to ARC approval.

(c) No wooden steps shall be allowed on the front or sides of any Dwellings. Concrete steps must be finished in tile, brick or stone.

(d) No concrete, concrete block or cinder block shall be used as an exposed building surface; any concrete, concrete block or cinder block utilized in the construction of a Dwelling or for retaining walls and foundations shall be finished in the same materials utilized for the remainder of the Dwelling (e.g.,brick, stone, stucco, etc.).

(e) Metal flashing, valleys, vents and gutters installed on a Dwelling shall be painted to blend with the color of the exterior materials to which it is adhered or installed.

6.13 **Chimneys.** The exterior of all chimneys shall be constructed of either brick, stone or stucco. No cantilevered chimneys or chimneys with siding shall be permitted. If a fireplace utilizes a metal spark arrestor or other metal venting apparatus at the top of the chimney, then a painted metal cowling or surround shall be installed atop the chimney. All metal or other materials placed on top of or around a chimney shall be painted to blend with the color of the roofing material used for such Dwelling.

6.14 **Garages.**

(a) No garage doors shall open onto or front a street. Garage doors shall be constructed of such materials as are approved by the ARC. Garage doors shall be kept closed at all times except when in use. No garage shall be converted to any use other than for the parking of vehicles therein without the approval of the ARC.

(b) All automobiles or other passenger vehicles owned or used by the Owner or Occupant of any Dwelling and their respective family members shall be parked in garages to the extent garage space is available. Garages shall not be used for

storage or for any other purposes or uses which would result in the garage being unavailable for the parking of vehicles therein. The parking of vehicles in driveways is permissible, provided any such vehicle when parked is not visible from any street or the Golf Facilities.

6.15 **Fences.** No chain link, vinyl coated or wire fences shall be permitted within the Property except with regard to maintenance areas within the Common Areas, tennis courts approved by the ARC and those fences erected by Developer. No fences shall be allowed on any Lot or Dwelling which adjoins the Golf Facilities. No fences shall be allowed in the front yard of any other Lot or Dwelling. Electric fences shall not be permitted. The type of materials utilized for (including the color thereof) and the location of all fences must be approved by the ARC.

6.16 **Windows, Window Treatments and Doors.**

(a) Reflective glass shall not be permitted on the exterior of any Dwelling. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or other purposes.

(b) No aluminum or metal windows shall be utilized on the front or sides of any Dwelling. Cantilevered bay windows must be approved by the ARC (which may require additional landscaping in front of such bay windows). Burglar bars or wrought iron doors shall not be permitted. Screen doors shall not be used on the front side of any Dwelling.

(c) Appropriate window treatments shall be used on all windows. Sheets, bed linens, blankets and paper or plastic bags are not appropriate window treatments.

6.17 **Mailboxes.** Only one (1) mailbox shall be allowed on any Lot or Dwelling. All mailboxes shall be of the type, design, color and location as may be established in the Architectural Standards or as approved by the ARC. Mailboxes shall contain only the address of the Lot or Dwelling as approved by the ARC, but no further inscription, paintings, ornaments or artistry shall be allowed. In lieu of mailboxes, the Master Association may, at its option, provide within any of the Common Areas, and require all Owners' use of, a community mail center.

6.18 **Utility Meters and HVAC Equipment.** All electrical, gas, telephone and cable television meters shall be located at the rear of all Dwellings. All exterior heating, ventilating and air conditioning compressor units and equipment shall be located, to the extent practicable, at the rear of a Dwelling and, if the same are visible from the street or from the Golf Facilities, such compressor units and equipment shall be screened from public view by either walls or landscaping to be approved by the ARC. No window-mounted heating or air conditioning units or window fans shall be permitted.

6.19 **Satellite Dishes and Antennae.** Satellite dishes shall be allowed on any Lot or Dwelling with approval of the ARC as to placement and screening so as to minimize the visual impact of any such satellite dish. No radio or television antenna, radio receiver or other similar device or aerial shall be attached to or installed on any Lot or Dwelling or any other portion of the Property unless the same is contained entirely within the interior of a building or other structure, is not visible from any street, any adjacent Lot or Dwelling, or from the Golf Facilities, or as otherwise approved by the ARC. No radio or television signals or any other form of electromagnetic radiation or transmission shall be permitted to originate from any Lot or Dwelling which may interfere with the reception of radio or television signals within the Development; provided, however, that Developer shall not be prohibited from installing and operating any equipment necessary for master antenna, cable television, security, mobile radio or similar systems within the Property.

6.20 **Driveways and Sidewalks.**

(a) All driveways and sidewalks for each Lot or Dwelling shall be constructed of asphalt or concrete. Other materials (e.g., brick pavers) may be used but only if approved by the ARC. All driveways and sidewalks shall be paved; chert, gravel and loose stone driveways and sidewalks are prohibited. No driveways for a Lot or Dwelling shall connect directly to Liberty Parkway; provided, however, that the foregoing shall not be applicable to any of the private or public roadways within the Property or any of the roadways within the Property which may constitute Common Areas.

(b) "Dry-stacked" stone headwall facings will be required at each crossing of a drainage swale at the driveway entrance into any Lot. Any such stone installation shall match the color, texture and stacking pattern of the stone on the gate house at the entry to Old Overton Estates within the Development. In addition, any drainage swales receiving stone shall match the headwall facing stone.

6.21 **Outdoor Furniture, Recreational Facilities and Clotheslines.**

(a) No furniture shall be placed, kept, installed, maintained or located in or on the front or side yards or areas of a Lot or Dwelling. Any furniture placed, kept, installed, maintained or located at the rear of or behind a Dwelling shall, to the greatest extent practicable, be located so that the same shall not be visible from any street or from the Golf Facilities.

(b) Wood piles shall be located only at the rear of a Dwelling and shall be screened by appropriate landscaping from view from streets and, to the extent practicable, from adjacent Lots and Dwellings and from the Golf Facilities.

(c) No children's toys, swing sets, jungle gyms, trampolines or other outdoor and recreational equipment or appurtenances shall be allowed on any Lot or Dwelling which adjoins the Golf Facilities. On any other Lot or Dwelling, all such children's toys, swing sets, jungle gyms, trampolines, and other outdoor and recreational equipment and appurtenances shall be allowed only at the rear or behind a Dwelling and shall, to the extent practicable, be located so that the same are not visible from any street.

(d) Free-standing playhouses and treehouses shall be permitted but only after ARC approval of same.

(e) Basketball backboards shall be located so as not to be visible from any street or the Golf Facilities, and shall otherwise be located on such Lot or Dwelling in a location approved by the ARC.

(f) Outside clotheslines or other outside facilities for drying or airing clothes shall be prohibited on any Lot or Dwelling. No clothing, rugs or other items shall be hung, placed or allowed to remain on any railing, fence or wall.

(g) Barbecue grills or other types of outdoor cooking equipment and apparatus shall be located only at the rear of a Dwelling and, to the extent practicable, shall not be visible from any street or from the Golf Facilities.

(h) Bird feeders, wood carvings, plaques and other types of homecrafts shall not be permitted in the front or side yards of any Lot or Dwelling nor shall any of the foregoing items be attached to the front or side of any Dwelling. All bird feeders, wood carvings, plaques and other types of homecrafts shall be located only at the rear of a Dwelling and shall not be visible from any street or from the Golf Facilities.

6.22 **Pets and Animals.** No animals, livestock, birds or poultry of any kind shall be kept, raised or bred by any Owner upon any Lot, Dwelling or other portion of the Property; provided, however, that no more than four (4) domesticated animals, except in the case of any new-born litter of any such animal, may be kept on a Lot so long as they are not kept for breeding or commercial purposes. No pet shall be allowed to make an unreasonable amount of noise or become a nuisance. No structure or area for the care, housing or confinement of any pet shall be constructed or maintained except at the rear of a Dwelling, shall not be visible from any street or from the Golf Facilities, and shall be constructed of materials and of a size approved by the ARC. Dogs and cats shall not be allowed to roam unattended within the Development; all dogs shall be kept and maintained within fenced or walled areas on a Lot or Dwelling, as approved by the ARC, or otherwise under leash. Pets shall not be permitted to leave excrement on the Lot or Dwelling of any other Owner or within any street or any portion of the Common Areas and the Owner of such pet shall immediately remove the same. No pets shall be allowed on any portion of the Golf Facilities. Each

Owner shall be liable to the Association for the costs of repairing any damage to the Common Areas or the Golf Facilities caused by the pet of such Owner or Occupant. The Board shall have the right from time to time to promulgate rules and regulations governing keeping the pets within the Development, including the right to assess fines for violations of such rules and regulations.

6.23 **Trash, Rubbish and Nuisances.**

(a) No trash, garbage, rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property nor shall any nuisance or odors be permitted to exist or operate upon or arise from any Lot or Dwelling which would render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using, occupying or owning any other Lots or Dwellings. Noxious or offensive activities shall not be carried on in or from any Lot or Dwelling or in any part of the Common Areas, and each Owner and Occupant shall refrain from any act or use of a Lot or Dwelling which could cause disorderly, unsightly or unkept conditions, result in the cancellation of or increase in insurance coverage or premiums for any portion of the Property or be in violation of any law, statute, ordinance, rule, regulation or requirement of any Governmental Authority. Without limiting the generality of the foregoing, no horns, whistles, bells, speakers or other sound devices, other than reasonable security and fire alarm devices used exclusively for such purposes, shall be located, used or placed upon any Lot or Dwelling; provided, however, that the foregoing shall not apply to the reasonable use of any of the foregoing devices within any recreational areas of the Common Areas such as swimming pools. Any Owner or Occupant or any of the respective family members, guests, invitees, servants, agents, employees or contractors of such Owner or Occupant who dumps, places or allows trash or debris to accumulate on his or her Lot, Dwelling, or on any other portion of the Property shall be liable to the Association for all costs incurred by the Association to remove the same.

(b) Trash, garbage and any other refuse or waste shall not be kept on any Lot or Dwelling except in sanitary containers or garbage compactor units. Trash cans and containers shall at all times be kept at the rear of or inside a Dwelling and shall be screened from view from streets, adjacent Lots and Dwellings and from the Golf Facilities by appropriate landscaping or fencing approved by the ARC; provided, however, that trash cans and containers may be moved to the side yard of any Dwelling on trash collection days for such Lot or Dwelling.

(c) Except as otherwise provided in Section 6.28(a) below, no outdoor burning of trash, garbage, leaves, wood, shrubbery or other materials shall be permitted on any Lot or Dwelling or other portion of the Property.

6.24 **Recreational Vehicles and Machinery and Equipment.**

(a) Mobile homes, motor homes, trailers of any kind, campers, vans, motorcycles, bicycles, motorized carts and all-terrain vehicles, lawnmowers, tractors, tools, construction machinery and equipment of any nature, golf carts, boats and any other type of watercraft, including boat trailers, and any other similar types of vehicles, machinery or equipment shall not be permitted, stored or allowed to remain on any Lot or Dwelling unless the same is placed, stored and maintained within a wholly-enclosed structure, with roofing and doors, on such Lot or Dwelling. Any such enclosed structure must be approved by the ARC. The Common Areas shall not, unless expressly permitted by the Master Association, be utilized for the parking or storage of any of the foregoing vehicles, recreational vehicles, machinery or equipment.

(b) Each Lot or Dwelling shall provide for adequate off-street parking (i.e., parking areas located solely within the property lines of such Lot or Dwelling). Vehicles shall be parked only in driveways constructed in accordance with the provisions of Section 6.20 above, provided any such vehicle when parked is not visible from any street, or in garages constructed in accordance with the provisions of Section 6.14 above. Vehicles shall not be parked on any landscaped or natural areas of a Lot or Dwelling.

(c) Any vehicle which is inoperable shall be immediately removed from the Development. No Owner or Occupant shall repair or restore any vehicle, machinery or equipment of any kind upon or within any Lot or Dwelling or within any portion of the Common Areas, except (i) within enclosed garages or workshops or (ii) for emergency repairs and then only to the extent necessary to enable the immediate movement thereof to a proper repair facility located outside of the Property.

(d) Subject to the prior written approval of the Master Association which may be withheld in the sole discretion of the Master Association, the Board shall have the right at any time and from time to time to adopt rules and regulations with respect to the keeping, storage, parking, operation, use or maintenance of mobile homes, tractors, equipment, machinery, trailers (with or without wheels), motorhomes, trucks (other than pick-up trucks), commercial vehicles of any type, campers, motorized campers or trailers, boats or other watercraft, boat trailers, motorcycles, motorized bicycles, all-terrain vehicles, motorized go-carts and other forms of transportation.

6.25 **Signage.** No signs or advertising posters of any kind shall be maintained or permitted within any windows or on the exterior of any Lot or Dwelling or elsewhere on any portion of the Property without the express written permission of the ARC and except as permitted by applicable rules, regulations and ordinances of any Governmental Authority having jurisdiction thereof. The ARC may promulgate rules, regulations and standards for the use and design of any sign to be posted within the

Property, including but not limited to, name and address signs and the signs referred to in Section 6.28(c). Notwithstanding the foregoing, (a) the restrictions set forth in this Section 6.25 shall not be applicable to Developer or to any signs erected pursuant to Section 6.28(c) below and (b) Developer and the Master Association shall have the right, but not the obligation, to erect and maintain reasonable and appropriate signs on any portions of the Common Areas and within those easement areas established in Section 3.07 above.

6.26 **Tanks and Wells.** No exposed above-ground tanks or underground storage tanks for the storage of fuel, water or any other substances shall be located on any Lot or Dwelling or within any of the Common Areas. No private water wells may be drilled or maintained on any Lot or Dwelling except for wells maintained solely for irrigation purposes. All such irrigation wells must be approved in writing by the ARC prior to the installation of the same.

6.27 **Temporary Structures.** No temporary house, trailer, shack, tent, barn, shed, stable, poultry house or yard, rabbit hut, temporary or portable toilet (except as provided in Section 6.28(iv) below), treehouse or other outbuilding or structure of any kind shall be permitted, constructed, installed or allowed to remain on any Lot or Dwelling; provided, however, that the foregoing shall not be deemed to prohibit (a) temporary structures for social functions as may be permitted by the rules and regulations of the Board of the Association, (b) any detached garages or other structures which are approved in writing by the ARC, (c) dog houses for not more than two (2) dogs so long as such dog houses are visibly screened from view from all streets and adjacent Lots or Dwellings, and (d) construction trailers and/or sales offices erected or placed on any part of the Property by Developer pursuant to Section 5.12 above.

6.28 **Construction of Improvements.**

(a) During the construction of any Improvements or Dwelling, (i) all Lots and Dwellings shall be maintained in a clean condition, free of debris and waste material, (ii) all unused construction materials shall be stored, to the extent practicable, out of view from any street, (iii) all construction trash, debris and rubbish on each Lot shall be properly disposed of outside the Property at least weekly, and (iv) any temporary or portable toilet will be placed out of view from any street and from the Golf Facilities. Used construction materials shall not be burned on-site. In no event shall any used construction materials be buried on or beneath any Lot or Dwelling or any other portion of the Development. No Owner shall allow dirt, mud, concrete, gravel or other substances to collect or remain on any street. Each Owner and each Owner's contractor, subcontractors, laborers and suppliers shall cause all such dirt, mud, concrete, gravel and other substances to be removed from the treads, wheels and concrete unloading chutes of all vehicles used in or related to the construction of Improvements on a Lot or

Dwelling prior to such vehicles traveling on any streets within the Development.

(b) During the construction of any Improvements or Dwellings, construction equipment and the vehicles of all contractors, subcontractors, laborers, materialmen and suppliers shall (i) utilize off-street parking only, (ii) enter the Lot or Dwelling on which such Improvements are being constructed from the driveway for such Lot or Dwelling, and (iii) not damage trees or other vegetation on such Lot which, pursuant to the provisions of Section 6.06 above, are to be preserved.

(c) Up to two (2) signs, in size and color to be approved by the ARC, may be posted on a Lot at a height not to exceed five (5) feet from the ground level advertising the Lot or the Dwelling thereon for sale or, during the construction of such Dwelling, containing information identifying the builder of such Dwelling. No other signage, banners, flags or advertising posters shall be allowed without obtaining ARC approval. The location of such signage shall be established by the ARC but in no event shall any signage authorized by this Section 6.28 or which may be approved by the ARC be attached, nailed or otherwise adhered to any tree or other plant life on a Lot or Dwelling.

(d) No construction trucks, equipment or machinery, including any trailers used for the transportation of construction equipment or machinery, shall be parked on any streets or roads within the Property. Upon completion of construction of any Improvements or any Dwelling, all construction machinery, tools and equipment, all unused construction materials and all trash, debris and rubbish shall be immediately removed from the Lot or Dwelling and such Lot or Dwelling shall be kept and maintained in a clean and uncluttered condition.

(e) All Dwellings and any other Improvements shall be constructed in compliance with the Architectural Standards; all applicable federal, state, county and local laws, ordinances, rules, regulations; the Watershed Protective Covenants; and zoning and building code requirements. Each Owner shall be solely responsible for obtaining from the appropriate Governmental Authorities all necessary permits and licenses and otherwise paying all required fees for the construction of any Improvements on such Owner's Lot. Each Owner shall also be responsible for strict compliance with the Architectural Standards and all applicable watershed protection, soil erosion and other governmental requirements, including but not limited to the Watershed Protective Covenants, both during and after completion of construction of any Improvements on such Owner's Lot.

(f) When any Owner submits to the ARC plans and specifications for construction of a Dwelling, in accordance with Section 5.05 above, the name of the building contractor selected by such Owner for construction of such Dwelling shall also then be submitted to the ARC; however, if the identity of the building

contractor is not known at that time, then the name of the building contractor will be submitted when determined prior to construction. The ARC shall have the right, in its sole discretion, to approve or disapprove of any building contractor so selected by such Owner. Each building contractor approved by the ARC in accordance with this Section 6.20(f) will be required to remit to the ARC a refundable damage/clean up deposit (the "Deposit") in an amount established by the Master Association or the ARC. Should such building contractor damage or fail to properly clean up the Property or Common Areas as required herein, or any supplemental rules and regulations promulgated by the ARC, the ARC may, in its sole discretion, initiate appropriate action to remediate any such condition at such building contractor's expense. The cost of any such remediation shall be deducted from the Deposit and any amount expended by the ARC in excess of the Deposit in remediating such condition shall be billed to such building contractor. Within thirty (30) days of the completion of such Dwelling (as evidenced by the issuance of the Certificate of Occupancy), the ARC shall refund to such building contractor any unexpended portion of the deposit.

6.29 **Subdivision and Interval Ownership.** No Lot may be subdivided or resubdivided without the prior written approval of the ARC; provided, however, that the provisions of this Section 6.29 shall not be applicable to Developer. No Lot or Dwelling shall be sold or owned under any time-sharing, time-interval or similar right-to-use programs.

6.30 **Swimming Pools and Tennis Courts.** Swimming pools, outdoor hot tubs, reflecting ponds, saunas, whirlpools, lap pools and tennis courts shall not be allowed on any Lot or Dwelling which adjoins the Golf Facilities. Such swimming pools, outdoor hot tubs, reflecting ponds, saunas, whirlpools, lap pools and tennis courts may be constructed, installed and maintained on any other Lot or Dwelling subject to the prior written approval of the plans for the same by the ARC and the restrictions contained herein. Above-ground pools shall not be permitted. The ARC shall have the right to adopt further rules and regulations governing the construction of swimming pools, other outdoor water features or amenities and tennis courts within the Property.

6.31 **Traffic Regulations.**

(a) Adoption and Enforcement. All vehicular traffic on the private streets and roads in the Development shall be subject to the applicable provisions of the laws of the State of Alabama and any other city or county having jurisdiction thereof concerning operation of motor vehicles on public streets. The Master Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including adopting reasonable safety measures and speed limits for any of the private roads within any portion of the Development. The Master Association shall be entitled to enforce such rules and regulations by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation

thereof. In the event of any conflict between the provisions of the laws of the State of Alabama and the traffic rules and regulations promulgated by the Master Association, the more restrictive shall govern. All private streets and roads in the Development are also subject to all rights of Developer to upgrade and improve any intersection of Liberty Parkway and any other street or highway, as set forth in Section 3.01(b) above.

(b) Operation of Motor Vehicles. Only drivers licensed to operate motor vehicles by the State of Alabama or by any other state in the United States may operate any type of motor vehicle, including golf carts, within the Development. In order to operate a golf cart in the Development, the owners or users thereof shall comply with any regulations and requirements for the operation thereof as may be required by the Master Association. All vehicles of any kind and nature which are operated on the streets in the Development shall be operated in a careful, prudent, safe and quiet manner, and with due consideration for the rights of all residents of the Development.

6.32 **Compliance with Governmental Regulations.** Each Owner and Occupant shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, requirements and code provisions of the Governmental Authorities.

6.33 **Additional Regulations.** In addition to the restrictions set forth in these Covenants, the (i) ARC shall have the right, in its sole discretion, from time to time and at any time to adopt, modify and amend the Architectural Standards in order to impose such other, further or different requirements or restrictions which shall be binding on all Owners, Lots and Dwellings, including the adoption of additional or more specific requirements and restrictions governing the improvement and use of any Lot or Dwelling and (ii) the Master Association shall have the right from time to time and at any time to adopt, modify and amend such rules and regulations as the Master Association, in its sole discretion, determines to be in the best interests of all Owners, which rules and regulations shall be binding on all Owners, Lots and Dwellings.

6.34 **Variances.** The ARC, in its sole and absolute discretion, shall have the exclusive right to grant variances and exceptions with respect to the provisions of Article V above and this Article VI with respect to any Lot or Dwelling. Any request for a variance or exception submitted to the ARC shall be in writing and, upon approval of the same by the ARC, shall be evidenced by a written document executed by either the chairman or vice chairman of the ARC. The provisions of Section 5.03 above concerning meetings, a quorum of members and the number of votes necessary to approve action taken by the ARC shall be binding upon the ARC in any matters regarding the granting of variances.

6.35 **Golf Facilities Nuisance.** No Owner, Occupant or any other party shall, during a golf tournament on any of the Golf Facilities, engage in any activity whatsoever which shall interfere with the players' performance during the golf

tournament. Further, no obnoxious, unpleasant, unsightly or offensive activity shall be carried on, which shall interfere with the play of such golf tournament. Developer shall have, in its sole discretion, the absolute right to temporarily suspend as a distraction any and all construction activity on the Property during golf tournaments. Developer shall provide all Owners so affected with reasonable prior written notice of such golf tournaments and the dates the construction must be suspended, and such date shall be a reasonable duration. Developer shall have no liability for any additional construction costs incurred by Owners or their contractors during such temporary suspension of construction.

6.36 **Ownership of Lot or Dwelling Near Golf Facilities.** By acceptance of a deed to a Lot or Dwelling, each Owner acknowledges and agrees that owning property near the Golf Facilities has benefits as well as detriments and that the detriments include (a) the risk of damage to property or injury to persons and animals from golf balls which are hit onto an Owner's Lot or Dwelling, (b) the entry by golfers onto Owner's Lot or Dwelling to retrieve golf balls, (c) overspray in connection with the watering of the roughs, fairways and greens on the Golf Facilities (d) noise from golf course maintenance and operation equipment (including, without limitation, compressors, blowers, mulchers, tractors, utility vehicles and pumps, all of which may be operated at all times of the day and night and/or continuously), (e) odors arising from irrigation and fertilization of the turf situated on the Golf Facilities, and (f) disturbance and loss of privacy resulting from golf cart traffic and golfers. Additionally each Owner acknowledges that pesticides and chemicals may be applied to the Golf Facilities throughout the year and that reclaimed water, treated waster water or other sources of non-potable water may be used for irrigation of the Golf Facilities. Each Owner expressly assumes such detriments and risks and agrees that neither Developer, the owner or manager of the Golf Facilities, nor any of their successors or assigns shall be liable to any Owner or anyone claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of the Owner's Lot or Dwelling to the Golf Facilities, including, without limitation, any claim arising in whole or in part from the negligence of Developer, the manager or owner of the Golf Facilities, or their successors or assigns. Each Owner hereby agrees to indemnify and hold harmless Developer and the owner and manager of the Golf Facilities, and their successors and assigns, against any and all such claims by Owner's invitees.

6.37 **Enforcement and Remedies.** In the event any of the provisions of this Article VI are breached or are not otherwise being complied with in all aspects by any Owner or Occupant or the respective family members, guests, invitees, agents, employees or contractors of any Owner or Occupant, then the Master Association or the ARC shall each have the right, but not

the obligation, at their option, to (a) enjoin such violation or noncompliance and/or (b) through their designated agents, employees, representatives and independent contractors, enter upon such Lot or Dwelling and take all action necessary to extinguish or correct such violation or breach. All costs and expenses incurred by the ARC or the Master Association in enforcing any of the provisions of this Article VI, including, without limitation, attorney's fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners and any other persons involved in the correction of any noncompliance or the removal of such violation or in any judicial proceeding, together with any other costs or expenses incurred by the ARC or the Master Association in connection therewith, shall be paid by such Owner who has violated or breached any of the provisions of this Article VI, shall constitute an individual Assessment to such Owner pursuant to Section 8.06 below and, if the same is not paid when due, shall be subject to the lien provided for in Section 8.09 below and be subject to foreclosure as provided for therein. Notwithstanding anything provided herein to the contrary, the rights and remedies of the ARC and the Master Association set forth herein shall not be deemed exclusive of any other rights and remedies which the ARC or the Master Association may exercise at law or in equity or any of the enforcement rights specified in Sections 5.13, 6.22, 6.23(a), 6.31, 7.02(b), 8.06, 8.10 and 11.01 below. The Master Association or the ARC, at their option and in their discretion, may delegate to the Association any of their respective enforcement rights set forth in these Covenants.

ARTICLE VII

MAINTENANCE RESPONSIBILITIES

7.01 **Responsibilities of Owners.**

(a) Unless specifically identified herein as being the responsibility of the Master Association or the Association, the maintenance and repair of all Lots, Dwellings, all other Improvements situated thereon or therein and all lawns, landscaping and grounds on or within a Lot or Dwelling shall be the responsibility of the Owner of such Lot or Dwelling. Each Owner shall be responsible for maintaining his, her or its Lot or Dwelling, as the case may be, in a neat, clean and sanitary condition, both inside and outside of any Dwellings or Improvements thereto. Such responsibilities shall include, without limitation, maintaining at all times appropriate paint and stain finishes on all Dwellings and other Improvements and reroofing or replacing roofing shingles when the same become worn or would be replaced by a prudent Owner. No exterior changes, alterations or Improvements shall be made to any Lot or Dwelling without first obtaining the prior written approval of the same from the ARC.

(b) Each Lot or Dwelling, as the case may be, shall be landscaped in accordance with plans and specifications submitted to and approved by the ARC pursuant to Section 5.06 above. All

areas of any Lot or Dwelling which are not improved by the construction of a Dwelling thereon shall at all times be maintained by the Owner in a fully and well kept landscaped condition utilizing ground cover and/or shrubbery and trees. The maintenance obligations set for in this Section 7.01(b) shall apply to all portions of a Lot or Dwelling up to the edge of the pavement of any roadway abutting such Lot or Dwelling at all times, either prior, during or after the construction of any Improvements thereon. Grass, hedges, shrubs, vines and any other vegetation of any type on any Lot shall be cut and trimmed at regular intervals at all times in order to maintain the same in a neat, safe and attractive condition. Trees, shrubs, vines, plants and other vegetation which die shall be promptly removed and replaced with living plants of like kind and quantity. Dead vegetation, stumps, weeds, rubbish, debris, garbage and waste material shall be promptly removed from any Lot or Dwelling and properly disposed of outside of the Development.

(c) No Owner shall (i) modify, change or otherwise alter the appearance of any portion of the exterior of a Dwelling or the landscaping, grounds or other improvements within a Lot unless such modification, change or alteration is first approved, in writing, by the ARC as provided in Sections 5.05 and 5.06 above or (ii) do any work which, in the reasonable opinion of the ARC, would jeopardize the soundness and safety of the Development or the Property, reduce the value thereof or impair any easement or hereditament thereto, without in every such case obtaining the prior written approval of the ARC.

7.02 **Responsibilities of Master Association and Association.**

(a) Except as may be otherwise provided herein to the contrary, the Master Association shall maintain and keep in good repair and condition all portions of the Common Areas, which responsibility shall include the maintenance, repair, upgrade, improvement and replacement of (i) all private streets and roads within the Development (including any upgrade or improvement of any intersection of Liberty Parkway and any other street or highway which may be undertaken by Developer pursuant to Section 3.01(b) above), walks, trails, paths, walkways, bicycle and jogging paths and lanes, parking lots, street lights, landscaped areas, recreational areas and other improvements made by Developer or the Master Association within any of the Common Areas or within any of the easements encumbering the Lots or Dwellings as provided in Sections 3.05 through 3.10, inclusive, above, (ii) such limited access systems and facilities, entrance gates and utility lines, pipes, plumbing, wires, conduits and related systems, sanitary sewage disposal system installed by Developer, in Developer's sole discretion, appurtenances, equipment and machinery which are a part of the Common Areas and which are not maintained by a public authority, public service district, public or private utility, or other person (iii) all lawns, trees, shrubs, hedges, grass and other landscaping and all lakes and ponds situated within or upon the Common Areas and (iv) all retention lakes, ponds and other water areas and facilities constructed by Developer or the Master Association

pursuant to the Watershed Protective Covenants, wherever located (either within or outside of the Development so long as the same are utilized for the benefit of the Development), as may be necessary or otherwise required by the Watershed Protective Covenants or any Governmental Authority. The Master Association shall not be liable for injuries or damage to any person or property (1) caused by the elements, acts of God or any Owner or other person, (2) resulting from any surface or subsurface conditions which may at any time affect any portion of the Property caused by rain or other surface water which may leak or flow from any portion of the Common Area onto a Lot or Dwelling or (3) resulting from thief, burglary or other illegal entry into the Property, any Lot or Dwelling thereof. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Master Association to take some action or perform some function required to be taken by or performed by the Master Association hereunder or for inconvenience or discomfort arising from the making of Improvements or repairs which are the responsibility of the Master Association or from any action taken by the Master Association to comply with any requirements of the Watershed Protective Covenants or any Governmental Authorities.

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

Section 8.10 below. In the event the Association fails for any reason to exercise its rights of enforcement set forth in this Section 7.02(b), the Master Association may, at its option, exercise such rights of enforcement, and all provisions, rights and benefits of this Section 7.02(b) shall inure to the Master Association.

ARTICLE VIII

COMMON AREA ASSESSMENTS

8.01 **Assessments and Creation of Lien.** Each Owner of a Lot or Dwelling, by acceptance of a deed or other instrument conveying any interest therein, regardless of whether such deed or instrument contains a reference to these Covenants, is hereby deemed to covenant and agree to pay to the Association: (a) annual Assessments, as established and to be collected as provided in Section 8.04 below, (b) special Assessments, to be established and collected as provided in Section 8.05 below, and (c) individual Assessments against any particular Lot or Dwelling which are established or assessed pursuant to the terms of these Covenants, including, but not limited to any fines as may be levied or imposed against such Lot or Dwelling in accordance with the provisions of Section 5.13, 6.22, 6.23(a), 6.31, 6.37, 7.02(b), 8.09 and 11.01 hereof. All Assessments, together with late charges and interest as provided in Section 8.10(a) below, and all court costs and attorneys' fees incurred by the Association to enforce or collect such Assessments, shall be an equitable charge and a continuing lien upon each Lot or Dwelling for which the Owner thereof is responsible for the payment of the same, which lien may be enforced in the manner provided in Section 8.10(c) below. Each Owner shall be personally liable for the payment of all Assessments coming due while he, she or it is the Owner of any Lot or Dwelling and such Owner's grantee shall take title to such Lot or Dwelling subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his, her or its grantor any amounts paid by such grantee to the Association which were the legal obligations of such grantor. All Assessments, together with late charges and interest at the Applicable Rate, as specified in Section 8.10(a) below, court costs and attorneys' fees incurred with respect thereto by the Association, shall also be a personal obligation of the person who was the Owner of the Lot or Dwelling at the time such Assessments and other costs and charges were assessed or incurred. In the event of co-ownership of any Lot or Dwelling, all of the co-Owners shall be jointly and severally liable for the entire amount of such Assessments. Assessments shall be paid in such manner and on such dates as may be fixed by the Master Association. All Assessments shall be payable in all events without offset, diminution or abatement by reason of fire or other casualty or any taking as a result of, in lieu of or in anticipation of the exercise of the right of eminent domain, condemnation or by private purchase in lieu thereof with respect to any Lot, Dwelling or Common Area or any other portion of the Development or any other cause or reason of any nature.

8.02 **Purpose of Assessments.** The annual and special Assessments provided for herein shall be used for the payment of Common Expenses and for the general purposes of promoting the recreational, health, education, safety, welfare, common benefit and enjoyment of the owners and occupants of the Old Overton Property, and otherwise for the general upkeep and maintenance of the Development, including, but not limited to, any sanitary sewage disposal system installed by Developer's in Developer's sole discretion, the Common Areas and any Improvements thereto, and the erosion controls as set forth in the Watershed Protective Covenants, all as may be more specifically authorized from time to time by the Master Association.

8.03 **Uniform Rate of Assessments.**

(a) Both annual and special Assessments, as described in Section 8.04 and 8.05 below, shall be assessed against each lot or dwelling in the Old Overton Property at a uniform rate, with the Owner of each Lot or Dwelling being required to pay his or her pro rata portion of such annual and/or special Assessments, as determined by a fraction, the numerator of which shall be one and the denominator of which shall be Developer's projected total number of lots and dwellings in the Old Overton Property, in Developer's sole discretion. Each Lot and Dwelling shall be subject to equal annual and special Assessments.

(b) Notwithstanding anything provided in Section 8.03(a) above to the contrary, in the event any Additional Property is added to the Property, then the lots and/or dwellings within the Additional Property shall be subject to the same annual or special Assessments then being paid by the Owners of all Lots and Dwellings in the Property, subject to proration as provided in Section 8.09 below. The lots and/or dwellings in any single-family residential area developed by Developer, in Developer's sole discretion, north of Liberty Parkway, other than the Property or any Additional Property, shall also be subject to the same annual or special assessments then being paid by the Owners.

8.04 **Computation of Annual Assessments.**

(a) Commencing with the fiscal year of the Master Association which begins on January 1, 1993, (i.e., from January 1, 1993 through December 31, 1993), and annually thereafter, the Master Association, with cooperation from the Association, shall determine and adopt annually an annual budget covering the estimated Common Expenses for the Old Overton Property for the upcoming year, such budget to include a capital contribution or reserve account if necessary for the capital needs of the Association. The amount set forth in such budget shall constitute the aggregate amount of annual Assessments for the then applicable year and each Owner shall pay his or her pro rata share of the same as provided in Section 8.03 above. A copy of the budget setting forth the amount of annual Assessments to be levied against the Lots and Dwellings for the following year shall be delivered by the Master Association to the Association for its further delivery to each Owner.

(b) If any budget or the amount of annual Assessments collected by the Association at any time proves to be inadequate or insufficient for any reason to fully pay all costs and expenses of the Association and all Common Expenses, then the Board, after obtaining the prior written consent of the Master Association, may call a meeting of the Association for the purpose of approving special Assessments as provided in Section 8.05 below. If the actual amount of annual Assessments collected in any one year exceeds the actual costs incurred for Common Expenses for such year, the excess shall be retained by the Association as a reserve for subsequent years' Common Expenses.

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

(i) Salaries, fringe benefits and other compensation paid and out-of-pocket expenses reimbursed by the Association for its employees, agents, officers and any third party contractors;

(ii) Management fees and expenses of administration, including legal and accounting fees, incurred by the Association;

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

(iv) The expenses of maintaining, operating, repairing and replacing any sewer lift station or any sanitary sewer disposal system installed by Developer, in Developer's sole discretion, servicing any portion of the Old Overton Property;

(v) The expenses of maintaining, operating and repairing any other amenities and facilities serving the Old Overton Property which the Master Association or the Board determines from time to time would be in the best interest of the Owners and the Old Overton Property to so maintain, operate and/or repair, including but not limited to any limited access facilities, such as electrically-monitored gates, guardhouses and any related improvements, and the expenses of a guard or guards for the Old Overton Property;

(vi) The expenses of the ARC attributable to the Old Overton Property which are not defrayed by applicable plan review charges;

(vii) The costs and expenses for conducting recreational, culture or other related programs for the benefit of the owners and occupants of the Old Overton Property;

(viii) All other fees, costs and expenses incurred by the Association in accordance with the terms and provisions of these Covenants or which the Board, subject to the prior written approval of the Master Association, determines to be appropriate to be paid by the Association, including, without limitation, taxes and governmental charges not separately assessed against Lots or Dwellings;

(ix) The establishment and maintenance of a reasonable reserve fund or funds (1) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds, and (2) to cover unforeseen operating contingencies or deficiencies arising from unpaid Assessments as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board, and approved by the Master Association; and

(x) A proportionate share of the Master Association Expenses described in Section 8.04(d) below, which proportionate share shall be determined by the Master Association, in its sole discretion.

(d) The Master Association Expenses to be funded by the annual and special Assessments may include, but shall not be limited to, the following:

(i) The utility charges for any utilities serving any of the Common Areas and charges for other common services for the Development, including, without limitation, trash collection and limited access services;

(ii) The costs of any insurance policies purchased for the benefit of the Master Association as required or permitted by these Covenants;

(iii) The expenses of maintaining, operating, repairing, upgrading, improving and replacing any portions of the Common Areas, including, without limitation, roads comprising Common Areas within the Old Overton Property and Liberty Parkway, which maintenance, upgrade, improvement and repair obligation shall include mowing, landscaping, seeding, cleaning, trash pick-up and removal, paving, repaving, striping and patching all such roadways comprising Common Areas and Liberty Parkway, and any upgrade or improvement of any intersection of Liberty Parkway and any other street or highway undertaken by Developer pursuant to Section 3.01(b) above;

(iv) The expenses of maintaining, operating, repairing and replacing any sewer lift station serving any portion of the Old Overton Property together with any other portion of the Development;

(v) Any attorneys' fees, court costs or other expenses incurred by Developer in defending any challenge to any annexation of the Development, as set forth in Section 12.02 below;

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

(vii) The funds necessary for the establishment and maintenance of a fund to be used for the expenses of inspection, maintenance, repair and replacement of the Common Areas and the erosion controls serving the Development, as required in the Watershed Protective Covenants; and

(vii) The funds necessary for the establishment and maintenance of a fund to be used for the expenses of constructing and operating any private educational facility within the Development which the Developer or the Master Association may, but shall not be obligated, to construct and operate.

8.05 **Special Assessments.** In addition to the annual Assessments authorized in Section 8.04 above and the special Assessments authorized in Section 9.01(b) and 9.03(a)(i) below, the Board of the Association, subject to prior written approval of the Master Association, may levy in any year special Assessments for Common Expenses or any extraordinary costs incurred by the Association; provided, however, that any such special Assessments (other than special Assessments levied pursuant to Section 9.01(b) and 9.03(a)(i) below) shall be approved by a majority of the votes of the Owners who are voting in person or by proxy at the meeting called for the purpose of adopting special Assessments pursuant to the provisions of Section 8.08 below. The Board may make such special Assessments payable in one lump sum or in installments over a period of time which may, in the Board's discretion, extend beyond the then fiscal year in which said special Assessments are levied and assessed. Special Assessments shall be levied against and payable by each Owner in accordance with the provisions of Section 8.03 above.

8.06 **Individual Assessments.** Any expenses of the Master Association or the Association which, in the opinion of the Association, is occasioned by the conduct of less than all of the Owners or by an Owner or Occupant, or the respective family members, agents, guest, servants, employees, invitees or contractors of any Owner or Occupant, shall be specially assessed against such Owners and their respective Lots or Dwellings. The individual Assessments provided for in this Section 8.06 shall be levied by the Board and the amount and due date of such Assessment shall be specified by the Board in a notice to such Owner. The provisions of this Section 8.06 shall apply, without limitation, to any individual Assessments levied pursuant to Sections 5.13, 6.22, 6.23(a), 6.31, 6.37, 7.02(b) and 11.01 hereof.

8.07 **Allocation of Assessments.** All funds collected by the Association through annual Assessments, special Assessments and individual Assessments shall be retained by the Association except that the Association shall pay to the Master Association a portion of all such collected funds to cover a proportionate share of the Master Association Expenses, which proportionate

share shall be determined by the Master Association, in its sole discretion.

8.08 **Notice of Meetings and Quorum.**

(a) Written notice of each annual meeting of the Association shall be sent to all Owners not less than ten (10) days nor more than fifty (50) days in advance of such meeting. With respect to annual meetings, the presence in person or by proxy of Owners entitled to cast over 50% of all the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, except as hereinafter provided, but the required quorum at the subsequent meeting shall be the presence in person or by proxy of Owners entitled to cast at least one-third (1/3) of the total votes of the Association. Any notice for any such subsequent meeting shall state that the necessary quorum therefor shall be one-third (1/3) of the total votes of the Association present in person or by proxy. At such time as a quorum is obtained, the vote of a majority of the Owners who are voting in person or by proxy at such meeting shall be required to approve any matter in which all of the members of the Association are entitled to vote.

(b) Written notice of any meeting of the Association other than an annual meeting shall be sent to all Owners not less than five (5) days nor more than twenty (20) days in advance of such meeting. With respect to any such other meeting of the Association, including, specifically, meetings pursuant to which special Assessments are to be levied upon each Lot or Dwelling pursuant to Section 8.05 above, there shall be no specific requirement establishing a quorum and the vote of a majority of the Owners who are voting in person or by proxy at any such special meeting shall be binding on all of the members of the Association.

8.09 **Date of Commencement of Assessments.** The annual Assessments provided for herein shall commence as to each Lot or Dwelling on the day on which such Lot or Dwelling is conveyed to a person other than Developer and shall be due and payable in such manner and on such schedule as may be established from time to time by the Board of the Association, subject to the prior written approval of the Master Association. Annual Assessments and any outstanding special Assessments shall be adjusted for each Lot or Dwelling according to the number of months then remaining in the then fiscal year of the Association and the number of days then remaining in the month in which such Lot or Dwelling is conveyed. Annual and special Assessments for lots and dwellings within any portion of the Additional Property hereafter submitted to the terms of these Covenants, or any other portion of the Old Overton Property, shall commence with respect to each such lot or dwelling on the date on which such lot or dwelling is conveyed to a person other than Developer, subject to

proration and adjustment according to the number of months then remaining in the fiscal year of the Association and number of days then remaining in the month in which such Assessments commence. Notwithstanding anything provided herein to the contrary, Developer shall not be responsible for the payment of annual or special Assessments on any lots or dwelling which it or its affiliates own in the Development. Furthermore, for so long as Developer is the owner of any portion of the Old Overton Property, or until such earlier date as Developer may elect, in Developer's sole discretion, Developer shall have the option to either pay annual Assessments on lots or dwellings owned by Developer in the Old Overton Property or advance any deficits which may exist between the total amount of annual Assessments assessed to all other Owners and the actual costs incurred by the Association for Common Expenses for the Old Overton Property. At such time as Developer no longer has any interest in any portion of the Old Overton Property, Developer shall have no further obligation of any nature to pay any Assessments or otherwise fund any deficits relating to the Common Expenses.

8.10 **Effect of Non-Payment; Remedies of the Association.**

(a) Each Owner of a Lot or Dwelling is and shall be deemed to covenant and agree to pay to the Association all Assessments provided for herein. In the event any Assessments or any portion thereof are not paid when due, the same shall be subject to a late charge in an amount determined and uniformly applied by the Board from time to time and the Owner of such Lot or Dwelling shall be deemed in default herewith. In the event any Assessments or any portion thereof are not paid within thirty (30) days after the due date of the same, then the unpaid portion of the Assessment shall accrue simple interest at the lesser of eighteen percent (18%) per annum or the highest rate which may be charged to said Owner by law (the "Applicable Rate") from and after the thirtieth (30th) day from the due date until the same is paid in full. In the event the Association employs an attorney or otherwise takes any legal action in attempting to collect any amounts due from any Owner, such Owner agrees to pay all attorneys' fees, court costs and all other expenses paid or incurred by the Association. The lien and equitable charge upon each Lot or Dwelling for Assessments as provided above shall also include all late charges, interest at the Applicable Rate and all attorneys' fees, court costs and all other expenses paid or incurred by the Association in attempting to collect any unpaid Assessments.

(b) In the event any Assessments or other amounts due to the Association are not paid by any Owner when the same becomes due, then in addition to all other rights and remedies provided at law or in equity, the Association, acting through its Board or through any of its officers or authorized representatives, may undertake any or all of the following remedies:

(i) The Association may commence and maintain a suit at law against an Owner to enforce such charges and obligations for Assessments and any such judgment rendered in any such action shall include the late charge and interest at the Applicable

Rate, as specified in Section 8.10(a) above, together with attorneys' fees, court costs and all other expenses paid and incurred by the Association in collecting such unpaid Assessments; and/or

(ii) The Association may enforce the lien created pursuant to Section 8.01 above in the manner hereinafter provided.

(c) There is hereby created a continuing lien on each Lot and Dwelling, with power of sale, which secures the payment to the Association of any and all Assessments levied against or upon such Lot or Dwelling, all late charges and interest at the Applicable Rate assessed pursuant to Section 8.10(a) above and all attorneys' fees, court costs and all other expenses paid or incurred by the Association in collecting any Assessments. If any Assessments remain unpaid for more than sixty (60) days, then the Association, through its Board or any officer or authorized representative thereof, may, but shall not be obligated to, make written demand on such defaulting Owner, which demand shall state the date and amount of delinquency. Each default shall constitute a separate basis for a demand and claim of lien, but any number of defaults may be included in a single demand. If such delinquency is not paid in full within ten (10) days after the giving of such demand or, even without giving demand, the Association may file a claim of lien and perfect its lien against the Lot or Dwelling of such delinquent Owner, which claim shall be executed by any member of the Board of the Association or any officer of the Association, contain the following information and be recorded in the Probate Office of Jefferson County, Alabama:

(i) The name of the delinquent Owner;

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

(iii) The total amount claimed to be due including late charges, interest at the Applicable Rate, collection costs and attorneys' fees incurred to date and a statement, if applicable, that such charges and costs shall continue to accrue and be charged until full payment has been received; and

(iv) A statement that the claim of lien is made by the Association pursuant to these Covenants and is claimed against such Lot or Dwelling in an amount equal to that stated therein.

Except as provided in Section 8.10(d) below, the lien provided for herein shall be in favor of the Association, shall be for the benefit of all other Owners (other than those Owners in default) and may be foreclosed in the same manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, as the same may be modified or amended from time to time. The Association shall have the right and power to bid at any such foreclosure sale and to purchase, acquire, hold, lease, mortgage, convey and sell any such Lot or Dwelling. Each Owner, by

acceptance of a deed to any Lot or Dwelling, shall be deemed to (1) grant to and vest in the Association and/or its agents the right and power to exercise the power of sale granted herein and foreclose the lien created herein, (2) grant to and vest in the Association and/or its agents the right and power to bring all actions against such Owner personally for the collection of all amounts due from such Owner, (3) expressly waive any objection to the enforcement and foreclosure of the lien created herein and (4) expressly waive the defense of the statute of limitations which may be applicable to the commencement of any such suit or action for foreclosure.

(d) In the event the Association fails for any reason to exercise its rights under this Section 8.10, the Master Association may exercise such rights, and all provisions, rights and benefits under this Section 8.10 shall in that event inure to the benefit of the Master Association.

8.11 **Subordination of Lien. Notwithstanding anything provided herein to the contrary, the lien for Assessments and other charges authorized herein with respect to any Lot or Dwelling in the Development is and shall be subordinate to the lien of any Mortgage held by an Institutional Mortgagee, but only to the extent that the Mortgage held by any such Institutional Mortgagee is recorded in the Probate Office of Jefferson County, Alabama prior to the filing of a claim of lien by the Association pursuant to Section 8.10(c) above, or by the Master Association pursuant to Section 8.10(d) above. When an Institutional Mortgagee exercises its foreclosure rights provided in its Mortgage and acquires title to or sells to a third party its interest in any Lot or Dwelling, then such Institutional Mortgagee or its purchaser or transferee at such foreclosure sale shall (a) not be liable for any Assessments or other charges incurred prior to the date of transfer or acquisition of title by foreclosure so long as the Mortgage held by such Institutional Mortgagee was recorded in the Probate Office of Jefferson County, Alabama prior to the filing of a claim of lien by the Association pursuant to Section 8.10(c) above, or by the Master Association pursuant to Section 8.10(d) above, but (b) be liable for all Assessments other charges levied, assessed or incurred with respect to such Lot or Dwelling form and after the date of such foreclosure sale. The foregoing shall not relieve any Owner whose Lot or Dwelling has been foreclosed from the personal obligation to pay all Assessments and any other charges levied, assessed or incurred by the Association and the Association, or the Master Association, as the case may be, shall have the right to pursue all rights and remedies against a defaulting Owner notwithstanding the foreclosure of a Mortgage by an Institutional Mortgagee on such Owner's Lot or Dwelling.**

8.12 **Certificates.** The Association or any officer or authorized representative thereof shall, upon request and at such reasonable charges as may from time to time be adopted by the Board, furnish to any Owner a certificate in writing setting forth whether the Assessments for which such Owner is responsible have been paid and, if not paid, the outstanding amount due and other costs and

expenses due from such Owner. Such certificate shall be conclusive evidence of payment of any Assessments stated therein.

ARTICLE IX

CASUALTY, CONDEMNATION AND INSURANCE

9.01 **Damage or Destruction to Common Areas.**

(a) In the event of any damage or destruction to any of the Common Areas by fire or other casualty, then, subject to the terms and provisions of this Article IX, the Master Association shall promptly repair, replace and restore the damaged portions of the Common Areas to the condition to which they existed immediately prior to such fire or other casualty.

(b) Notwithstanding anything provided in Section 9.01(a) above, in the event the amount of insurance proceeds, if any, recovered as a result of such damage or destruction is insufficient to fully repair, replace and restore the damaged portions of the Common Areas, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, then the Board of the Association, subject to the prior written approval of the Master Association, may levy a special Assessment against all Owners, without the necessity of a vote of the Owners approving or disapproving the same pursuant to Section 8.05 or 8.08 above, which such special Assessments shall be in an amount sufficient to provide funds to pay a proportionate share of the remaining costs necessary to repair, replace or restore the Common Areas to the condition as existed immediately prior to such fire or other casualty. Such proportionate share shall be determined by a fraction, the numerator of which shall be the total area of the Property and the denominator of which shall be the total area of the Development. Such special Assessments shall be levied against each Lot or Dwelling equally as provided in Section 8.03 above. Further special Assessments may be made by the Board, subject to the prior written approval of the Master Association, on a proportionate share basis, as described above, without the necessity of a vote of the Owners approving or disapproving the same at any time during or upon completion of any such repair, replacement or restoration of the Common Areas if funds are insufficient to cover the costs of such repair or restoration. The Association shall pay to the Master Association any such special Assessments paid to the Association under this Section 9.01(b). Any and all insurance proceeds received by the Master Association on account of any damage to or destruction of any of the Common Areas or any sums paid to the Master Association by the Association under or by virtue of such special Assessments shall be held by and for the benefit of the Master Association and shall be disbursed by the Master Association in payment for the costs of such repair or restoration in such manner as may be determined by the Master Association. In no event shall the Association or the Owner or Mortgagee of any Lot or Dwelling be entitled to any portion of any special Assessments or proceeds of

insurance payable as a result of the damage to or destruction of any portion of the Common Areas.

9.02 **Damage or Destruction to Lots and Dwellings.** In the event of any fire or other casualty which damages or destroys any portion of any Lot or Dwelling, then the Owner of such damaged Lot or Dwelling shall promptly repair and otherwise restore such Lot or Dwelling to the condition to which the same existed immediately prior to such fire or other casualty; provided, however, that any such restoration or repair shall be subject to compliance with all of the terms and provisions set forth in Article V above and all then applicable rules, regulations, statutes and ordinances of the Governmental Authorities. Any such restoration or repair shall be commenced within one hundred eighty (180) days following the occurrence of such fire or other casualty. The Owner of any such damaged Lot or Dwelling shall proceed diligently and complete all such restoration an repair no later than one (1) year following the occurrence of such fire or other casualty. In the event the restoration or repair of such Lot or Dwelling is impracticable or would otherwise violate any of the terms and provisions of these Covenants, then such Owner shall promptly clear away any remaining Improvements damaged or destroyed by such fire or other casualty and shall leave such Lot or Dwelling and any remaining Improvements thereon in a clean, orderly, safe and sightly manner.

9.03 **Condemnation of Common Areas.**

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

(i) To the extent the Common Areas subject to such taking can either be restored or replaced, then, to the extent practicable, the Master Association shall take such action, including the utilization of any other Common Areas within the Development, to restore, rebuild or replace, as the case may be, those portions of the Common Areas subject to such taking. If the award is insufficient to fully defray the cost of such repair or replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, then the Board of the Association, subject to prior written approval of the Master Association, may levy a special Assessment against all Owners, without the necessity of a vote of the Owners approving or disapproving the same pursuant to Section 8.05 and 8.08 above, which such special Assessments shall be in an amount sufficient to provide funds to pay a proportionate share of the remaining costs of repair, restoration or reconstruction. Such proportionate share shall be determined by a fraction, the numerator of which shall be the total area of the Property, and the denominator of which shall be the total area of the Development. Such special Assessments shall be levied against each Owner as provided in Section 8.03 above. Further special

Assessments may be made by the Board, subject to the prior written approval of the Master Association, on a proportionate share basis, as mentioned above, without the necessity of a vote of the Owners approving or disapproving the same, at any time during or upon the completion of any such repair, replacement or restoration of the Common Areas if the award received as a result of such taking is insufficient to pay the costs of such repair or restoration. The Association shall pay to the Master Association any such special Assessments paid to the Association under this Section 9.03(a).

(ii) To the extent the Common Areas subject to such taking cannot be restored or replaced or if the Master Association shall determine that the portions of the Common Areas so taken should not be replaced or restored, then in any such event, the net award from such taking shall be retained by and for the benefit of the Master Association.

(b) If any portion of the award from any taking remains after restoration or replacement of any of the Common Areas, the remainder of such award shall be retained by and for the benefit of the Master Association, without any claim thereto by the Association or any Owner. Except as specifically provided in Section 9.03(c) below, no Owner or Mortgagee of any Lot or Dwelling shall be entitled to any portion of the award made to the Master Association as a result of the taking of any portion of the Common Areas.

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

9.04 **Condemnation of Lots and Dwellings.** In the event that all or any portion of a Lot or Dwelling is taken as a result of, in lieu of or in anticipation of the exercise of the right of eminent domain, condemnation or by private purchase in lieu thereof, then, to the extent practicable, the Owner of such Lot or Dwelling responsible for the maintenance and repair of such Lot or Dwelling shall promptly repair, reconstruct, rebuild and otherwise restore the remaining portions of the Lot or Dwelling as nearly as practicable to the condition to which the same existed immediately prior to such taking; provided, however, that any such restoration shall be subject to all of the terms and conditions set forth in Article V above and all then applicable rules, regulations, statutes and ordinances of the Governmental Authorities. In the event the restoration of such Lot or Dwelling is impracticable or would otherwise violate any of the terms and provisions of these Covenants, then such Owner shall

promptly clear away any remaining Improvements damaged or destroyed by such taking and shall leave such Lot or Dwelling and any remaining Improvements thereon in a clean, orderly, safe and sightly condition.

9.05 **Insurance.**

(a) The Master Association shall have the right and authority to obtain and maintain at all times adequate property and casualty insurance in such form as the Master Association deems appropriate for the benefit of the Master Association insuring all insurable Improvements in and to the Common Areas against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism and malicious mischief, which coverage shall be in an amount, with such insurance carriers, at such costs and with such deductibles as the Master Association, in its sole discretion, may determine.

(b) The Master Association shall have the right and authority to obtain and maintain in effect at all times such public liability insurance coverage covering all of the Common Areas in such amounts, with such insurance carriers, at such costs and with such deductibles as the Master Association, in its sole discretion, may deem necessary or desirable.

(c) The Board shall have the right and authority to obtain workman's compensation insurance, employer's liability insurance, public liability insurance, and all other types of insurance required by law, including, without limitation, errors and omissions and directors and officers liability insurance coverage, in such amounts, with such insurance carriers, at such costs and with such deductibles as the Board, in its sole discretion, may determine.

(d) All insurance coverage authorized in Section 9.05(c) above shall be written in the name of the Association and all costs thereof shall be a Common Expense. To the extent the same may be obtained at a nominal cost, all such policies shall contain a waiver of subrogation clause pursuant to which the insurer waives any claims against the Developer, the Master Association, the Association, the members of the Board and all officers, agents and employees of the Association, including the manager for the Development, the Master Association and the Association, the Owners and the family members, servants, agents, tenants and guests, of the Owners and shall also name Developer as an additional insured.

(e) All insurance coverages required in Sections 9.05(a) and 9.05(b) above shall be written in the name of the Master Association and a proportionate share of all costs thereof shall be a Common Expense. Such proportionate share shall be determined by a fraction, the numerator of which shall be the total area of the Property and the denominator of which shall be the total area of the Development at the time such costs are incurred.

(f) Each Owner shall be solely responsible for obtaining and maintaining public liability, property damage, title and all other types of insurance with respect to his or her Lot and Dwelling. The Board may require all Owners to carry public liability insurance with respect to their respective Lots and Dwellings and to furnish copies or certificates thereof to the Association. Each Owner, by acceptance of a deed or other instrument conveying any interest in any Lot or Dwelling, does hereby waive and release Developer, the Master Association, the ARC, the Association, the manager of the Development, the Master Association and the Association and their respective agents, employees, representatives, partners, shareholders, members, officers and directors, from any and all liabilities or damage covered by (or which should be covered by) fire and casualty (e.g., homeowner's and/or builder's risk) insurance and general liability insurance which any Owner maintains, even if such loss or damage has been caused by the fault or negligence of any of the foregoing persons or parties.

ARTICLE X

TERM AND AMENDMENTS

10.01 **Term.** The terms, covenants, conditions and restrictions set forth in these Covenants shall run with and bind all of the Property, shall inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, personal representatives, administrators, successors and assigns, and shall be and remain in effect for a period of ninety-nine (99) years from and after the date hereof, after which time these Covenants shall be automatically renewed and extended for successive and continuous periods of ten (10) years each, unless, at any time after twenty (20) years from the date hereof, an agreement executed by the Owners of at least two-thirds (2/3) or more of the Lots or Dwellings within the Property agreeing to terminate or modify these Covenants has been recorded in the Probate Office of Jefferson County, Alabama; provided, however, that the rights of way and easements established, granted and reserved in Article III hereof shall continue and remain in full force and effect for the time periods and duration specified therein.

10.02 **Amendment by Developer. For so long as Developer owns any Lot or Dwelling within the Property, or until such earlier date as Developer elects, in Developer's sole discretion, Developer may amend these Covenants by a written instrument filed and recorded in the Probate Office of Jefferson County, Alabama, without obtaining the approval of any Owner or Mortgagee;** provided, however, that except as otherwise provided in Section 10.04 below, (a) in the event any amendment proposed by Developer **materially and adversely** alters or changes any Owner's rights to the use and enjoyment of his or her Lot or Dwelling or materially and adversely affects the title to any Lot or Dwelling, then such amendment shall be valid only upon the written consent thereto by the affected Owner or, alternatively, by fifty percent (50%) of all of the Owners (including Developer who shall have the voting rights attributable to any Lots or Dwellings owned by Developer)

or (b) in the event any such proposed amendment by Developer would materially and adversely affect the title and interest of any Institutional Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Institutional Mortgagees affected thereby. Any amendment made pursuant to this Section 10.02 shall be certified by Developer and shall be effective upon recording of the same in the Probate Office of Jefferson County, Alabama. Each Owner, by acceptance of a deed or other conveyance to a Lot or Dwelling, and each Mortgagee, by acceptance of a Mortgage on any Lot or Dwelling, agrees to be bound by all amendments permitted by this Section 10.02 and further agrees that, if requested to do so by Developer, such Owner and Mortgagee will consent to the amendment of these Covenants or any other instrument relating to the Property or the Association if such amendment is (i) necessary to bring any provision hereof into compliance or conformity with the provisions of any law, ordinance, statute, rule or regulation of any applicable Governmental Authority or the judicial decision of any state or federal court, (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lot or Dwelling, (iii) required by any Institutional Mortgagee in order to enable such Institutional Mortgagee to make a Mortgage loan on any Lot or Dwelling or (iv) necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on any Lot or Dwelling within the Property.

10.03 **Amendments by Association.** Amendments to these Covenants, other than those authorized by Section 10.02 above, shall be proposed and adopted by the Association in the following manner, subject to the prior written approval of the Master Association:

(a) At any annual or special meeting of the members of the Association, an amendment to these Covenants may be proposed by either the Board of the Association or by any Owners present in person at such meeting. Any such proposed amendment must be approved by the Owners holding at least two-thirds (2/3) of the total votes in the Association; provided, however, that (i) for so long as Developer owns a Lot or Dwelling within the Property, or until such earlier date as Developer elects, in Developer's sole discretion, Developer must approve such proposed amendment and (ii) to the extent the proposed amendment affects any of the matters described in Section 10.04 below, then the provisions of Section 10.04 below shall be applicable to such proposed amendment.

(b) Any and all amendments which have been approved in accordance with the provisions of Section 10.03(a) above shall be executed by all parties whose consent to the same is required, including the Owners holding at least two-thirds (2/3) of the total votes in the Association; provided, however, that in the alternative, the sworn statement of the President of the Association or by the Chairman of the Board stating unequivocally that the agreement of the requisite number of Owners was lawfully obtained may be attached to and incorporated into such amendment without the written consent of any Owner. Any such amendment

shall be effective upon recording of the same in the Probate Office of Jefferson County, Alabama.

10.04 **Restrictions on Amendment.** Notwithstanding anything provided in the Declaration to the contrary, in no event may any amendment to Sections 1.15, 1.16, 2.02, 2.03, 2.06, 2.07, 3.01 through 3.10, 5.02, 5.05(b), 5.10, 5.12, 5.13, 6.01, 6.08, 6.14(b), 6.20, 6.25, 6.27, 6.31, 8.03, 8.04, 10.02, 10.03, 10.04 and 12.01 hereof or any other provisions of these Covenants which require Developer's and/or the Master Association's consent or approval be effective unless Developer and/or the Master Association consents in writing to any such amendment requiring its consent. The consent of Developer or the Master Association to any such proposed amendment may be withheld in the sole discretion of Developer or the Master Association, respectively, with or without any reason.

ARTICLE XI

ENFORCEMENT

11.01 **Authority and Enforcement.** In addition to the provisions of Sections 5.13, 6.22, 6.23(a), 6.31, 6.37, 7.02(b) and 8.10 above, in the event any Owner or Occupant or their respective agents, contractors or invitees, violates any of the provisions of these Covenants, the Articles of Incorporation, the Bylaws or any rules and regulations adopted by the Board of the Association from time to time, the Board shall have the power to (i) impose reasonable monetary fines which shall constitute an equitable charge and continuing lien upon the Lot and Dwelling and shall be a personal obligation of such Owner which is guilty of such violation, (ii) suspend an Owner's right to vote in the Association or (iii) suspend an Owner's or Occupant's right (and the right of such Owner's or Occupant's family members, guests and tenants) to use any of the facilities located in or upon the Common Areas, and the Board shall have the power to impose all or any combination of any of the foregoing sanctions. Any such suspension of rights may be for the duration of the infraction.

11.02 **Procedure.** In the event any of the terms or provisions of these Covenants, the Articles of Incorporation, the Bylaws or any rules and regulations of the Association are violated by an Owner or Occupant, or the respective agents, contractors or invitees of any Owner or Occupant, the Board shall not impose a fine, suspend voting rights or infringe upon or suspend any other rights pursuant to Section 11.01 above unless written demand to cease and desist from an alleged violation shall be served upon the Owner responsible for such violations which demand shall specify:

(i) The alleged violation;

(ii) The action required to abate such violation; and

(iii) A time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one or if the

violation is not a continuing one, a statement that any further violation of the same provision of these Covenants, the Architectural Standards, the Articles of Incorporation, the Bylaws or any of the rules and regulations of the Association may result in the imposition of sanctions. The foregoing procedure shall only be applicable to the enforcement rights specified in Section 11.01 above and shall not apply to the exercise of any of the rights and remedies specified in any other section or provision of these Covenants.

11.03 **Nonexclusive Remedies.** Notwithstanding anything provided to the contrary in these Covenants, the authority, enforcement and procedural rights set forth in this Article XI are in addition to and shall not be deemed to limit the other rights and remedies set forth in these Covenants or which the Association, acting through the Board, would have the right to exercise at law or in equity.

11.04 **Master Association Enforcement.** In the event the Board fails for any reason to exercise its rights of enforcement set forth in this Article XI, the Master Association may, at its option, exercise such rights of enforcement and, in that event, all provisions, rights, and benefits under this Article XI shall inure to the Master Association.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.01 **Control by Developer. NOTWITHSTANDING ANYTHING PROVIDED TO THE CONTRARY IN THESE COVENANTS, THE ARTICLES OF INCORPORATION, THE BYLAWS OR IN ANY OTHER DOCUMENT OR INSTRUMENT RELATING TO THE PROPERTY, DEVELOPER HEREBY RETAINS THE RIGHT TO APPOINT AND REMOVE ANY MEMBER OR MEMBERS OF THE BOARD OF THE ASSOCIATION AND ANY OFFICER OR OFFICERS OF THE ASSOCIATION AS PROVIDED BY AND FOR THE PERIOD OF TIME SET FORTH IN SECTION 4.02 ABOVE.** Each Owner, by acceptance of a deed or other conveyance of any interest in a Lot or Dwelling, agrees that Developer shall have the authority to appoint and remove members of the Board and officers of the Association in accordance with the foregoing provisions of this Section 12.01 and the provisions of Section 4.02 above. At such time as Developer no longer owns any interest in any portion of the Old Overton Property, or at such earlier date as Developer elects, in Developer's sole discretion, a special meeting of the Association shall be called within a reasonable time thereafter at which time the Owners shall elect a new Board which shall undertake the responsibilities of the Board and Developer shall deliver all books, accounts and records of the Association, if any, which Developer has in its possession.

12.02 Annexation. The Development has been annexed by legislative act of the Alabama Legislature into the City of Vestavia Hills, Alabama (the "Municipality"). Developer reserves the right, but shall not be obligated, to de-annex the Development out of the Municipality in connection with the control or settlement of any litigation or administrative

proceeding (collectively, the "Litigation") in which the annexation or the annexation act is challenged. Each Owner, by acceptance of a deed or other conveyance of any interest in any Lot or Dwelling, and each Mortgagee, by the acceptance of any Mortgage on any Lot or Dwelling, hereby (1) agrees that Developer, in Developer's sole discretion, shall have the authority to de-annex the Development out of the Municipality in connection with the control or settlement of any Litigation, and (2) appoints Developer as such Owner's or Mortgagee's attorney-in-fact for executing any documents or taking any other action on behalf of such Owner or Mortgagee which Developer, in Developer's sole discretion, may deem necessary or desirable to either effectuate and complete the annexation of the Development into the Municipality or effectuate the de-annexation of the Development out of the Municipality. The power and authority herein granted is irrevocable and a power coupled with an interest which shall survive the death or dissolution of any Owner or Mortgagee and shall be binding on all Owners and Mortgagees, and their respective heirs, administrators, personal representatives, successors and assigns.

12.03 **Legal Expenses.** In addition to the rights and remedies set forth in Sections 5.13, 6.22, 6.23(a), 6.31, 6.37, 7.02(b), 8.09 and in Article XI above, in the event either the Master Association, its agents or representatives, the ARC, its agents or representatives, or the Board, its agents and representatives, undertake any legal or equitable action which either of them deem necessary to abate, enjoin, remove or extinguish any violation or breach of these Covenants, then all costs and expenses incurred by either of them, including, without limitation, attorneys' fees and court costs, in enforcing any of the terms, provisions, covenants or conditions in these Covenants shall be paid for by the Owner against whom such action was initiated. The Master Association, its agents and representative, the ARC, its agents and representatives, and the Board, its agents and representatives, are each hereby authorized to take any and all legal or equitable action as may be necessary under the circumstances to restrain or enjoin any such violation or breach or to otherwise seek monetary damages as a result of any expenses incurred by either the ARC or the Association to cure such violation or breach.

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

12.05 **Captions and Headings.** The captions and headings contained in these Covenants are for convenience of reference

only and shall not be used in the construction or interpretation of any provisions of these Covenants. The table of contents, cover page and any index to these Covenants are for convenience of reference only and shall not define or limit any of the terms and provisions hereof.

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

12.07 **Binding Effect.** The terms and provisions of these Covenants shall be binding upon each Owner, Occupant and Mortgagee and the respective heirs, executors, administrators, personal representatives, successors and assigns of each Owner, Occupant and Mortgagee, and shall inure to the benefit of Developer, the Master Association, the ARC, the Association, all of the Owners and their respective Mortgagees and their respective heirs, executors, administrators, personal representatives, successors and assigns.

12.08 **Conflict or Ambiguity.** In the event of any conflict or ambiguity in the terms and provisions of these Covenants, the general rules of construction against one party as a result of that party having drafted these Covenants are hereby waived by each Owner and, to the fullest extent allowed by law, no conflicts or ambiguity shall be resolved in favor or to the advantage of one party as opposed to another in interpreting any ambiguity or conflict contained herein.

12.09 **No Reverter.** No restriction or provision hereof is intended to be or shall be construed as a condition subsequent or a possibility of reverter in favor of Developer nor shall any provision be deemed to vest any reversionary interest in Developer.

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

12.11 **Right of Third Parties.** These Covenants shall be recorded for the benefit of Developer, the Master Association, the Association, the Owners and their respective Mortgagees and by such recording, no other adjoining property owner or third party shall have any right, title or interest whatsoever in the Property or the Development or the operation and continuation of either, in the enforcement of any of the provisions of these Covenants or the right to consent to or approve any amendment or modification to these Covenants.

12.12 **No Trespass.** Whenever the Master Association, the Association, Developer, the ARC and their respective agents, employees, representatives, successors and assigns, are permitted by these Covenants to enter upon or correct, repair, clean, maintain or preserve or do any other action within any portion of a Lot or Dwelling, the entering thereon and the taking of such action shall not be deemed a trespass.

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

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

12.15 **Standards for Review.** Whenever in these Covenants Developer, the Master Association, the Association or the ARC has the right to approve, consent to, or require any action be taken pursuant to the terms hereof, such approval, consent or required action shall, except as otherwise specifically provided herein to the contrary, be given or withheld in the sole and absolute discretion of Developer, the Master Association, Association or the ARC, as the case may be.

12.16 **Oral Statements.** Oral statements or representations by Developer, the Master Association, the Association, the ARC or any of their respective employees agents, representatives, successors or assigns, shall not be binding on Developer, the Master Association, the Association or the ARC.

12.17 **Notices.** Notices required hereunder shall be in writing and shall be delivered by hand, by overnight courier, telecopied, or sent by registered or certified United States Mail, postage prepaid return receipt requested. Any notice so addressed and mailed shall be deemed to be given five (5) days after deposit in the United States Mail, and if delivered by hand, shall be deemed

to be given when delivered, and if telecopied or delivered by overnight courier, shall be deemed to be given on the business day immediately following the day on which it was sent or delivered. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Association or, if no such address has been so designated, at the address of such Owner's respective Lot or Dwelling within the Property. All notices to the Master Association, the Association or the ARC shall be delivered or sent in care of Developer to the following address:

Liberty Park Joint Venture
c/o Drummond Company, Inc.
Suite 925, 600 Beacon Parkway West
Birmingham, Alabama 35209
ATTENTION: Mr. Ronald Durham
Vice President - Real Estate

or to such other address as the Master Association, the Association or the ARC may from time to time specify in a notice to the Owners. All notices to Developer shall be sent or delivered to Developer at the above address or to such other addresses as Developer may notify the Association.

12.18 **Assignment.** Subject to the provisions of Section 12.14 above, Developer, the Master Association and the ARC shall each have the right to assign any and all of the rights, powers, reservations and duties contained herein to any person or entity who shall thereupon have the same rights, power, reservations and duties as Developer, the Master Association, and the ARC, respectively.

12.19 **Further Assurances.** Each Owner covenants and agrees to execute, sign and deliver, or cause to be executed, signed and delivered and to otherwise do or make or cause to be done and made, any and all agreements, instruments, papers, deeds, acts or things, supplemental, conformity or otherwise, which may be reasonably requested by Developer, the Master Association, the Association or the ARC for the purpose of or in connection with clarifying, amending or other consummating any of the transactions and matters herein.

12.20 **No Waiver.** All rights, remedies and privileges granted to Developer, the Master Association, the Association and the ARC pursuant to the terms and provisions of these Covenants shall be deemed to be cumulative and the exercise of any one or more of such rights, remedies or privileges shall not be deemed to constitute an election of remedies nor shall it preclude the party exercising the same, or any other party, from pursuing such other and/or additional rights, remedies or privileges as may be available to such party at law or in equity. The failure at any time to enforce any covenant or restriction set forth herein

shall in no event be deemed a waiver of the right thereafter to enforce such covenant or restriction.

IN WITNESS WHEREOF, Developer and TDC have caused these Covenants to be duly executed as of the day and year first above written.

LIBERTY PARK JOINT VENTURE,
an Alabama general partnership

By: DRUMMOND COMPANY, INC.,
an Alabama corporation,
Its Managing Partner

By: _____

Its: Sr VP

TORCHMARK DEVELOPMENT CORPORATION,
an Alabama corporation

By: _____

Its: Executive Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said County in said State, hereby certify that Ronald O. Durham, whose name as Senior Vice President of DRUMMOND COMPANY, INC., an Alabama corporation, which serves as managing partner of Liberty Park Joint Venture, an Alabama general partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on behalf of said general partnership.

Given under my hand and official seal this 7th day of October, 1993.

My commission expires
4-3-97

_____
Notary Public

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said County in said State, hereby certify that Mark D. Elgin, whose name as Executive Vice President of TORCHMARK 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 said 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 official seal this 7th day of October, 1993.

My commission expires
4-3-97

Janet Sue Pace
Notary Public

K:\LIBEPA\00002\COVNTFIN.RES 100693 16:03

Exhibit "A"

Legal Description: Old Overton Ridge

A parcel of land situated in the N.E.1/4 of Section 12, Township 18 South, Range 2 West, the N.W.1/4 of Section 7, Township 18 South, Range 2 West, and the S.W.1/4 of Section 6, Township 18 South, Range 1 west, being more particularly described as follows:

Begin at the Southwest corner of the N.W.1/4 of the N.W.1/4 of Section 7, Township 18 South, Range 1 West and run in a Northerly direction along the West line of said section a distance of 134.43 feet to a point; thence 45°39'43" to the right in a Northeasterly direction a distance of 158.67 feet to a point; thence 15°26'05" to the left in a Northeasterly direction a distance of 168.41 feet to a point; thence 22°33'27" to the left in a Northeasterly direction a distance of 170.19 feet to a point; thence 3°21'55" to the left in a Northeasterly direction a distance of 155.50 feet to a point; thence 3°41'17" to the left in a Northeasterly direction a distance of 126.45 feet to a point; thence 18°18'35" to the left in a Northwesterly direction a distance of 260.07 feet to a point; thence 85°24'26" to the right in a Northeasterly direction a distance of 254.46 feet to a point; thence 84°43'19" to the right in a Southeasterly direction a distance of 377.67 feet to a point on a curve to the right having a radius of 50.00 feet and a central angle of 28°57'26"; thence 104°28'39" to the left (angle measured to tangent) in a Northeasterly direction along the arc of said curve a distance of 25.27 feet to a point; thence 104°28'39" to the left (angle measured to tangent) in a Northwesterly direction a distance of 370.59 feet to a point; thence 115°23'20" to the right in a Northeasterly direction a distance of 157.11 feet to a point; thence 8°41'12" to the right in a Southeasterly direction a distance of 225.97 feet to a point; thence 44°00'17" to the left in a Northeasterly direction a distance of 211.85 feet to a point; thence 4°29'40" to the left in a Northeasterly direction a distance of 241.55 feet to a point; thence 17°10'07" to the left in a Northeasterly direction a distance of 86.16 feet to a point; thence 82°33'50" to the right in a Southeasterly direction a distance of 275.00 feet to a point; thence 46°26'39" to the left in a Northeasterly direction a distance of 141.02 feet to a point; thence 31°18'08" to the left in a Northeasterly direction a distance of 111.27 feet to a point; thence 83°04'42" to the right in a Southeasterly direction a distance of 227.48 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 135.30 feet to the P.C. (point of curve) of a curve to the right having a radius of 200.00 feet and a central angle of 50°23'30"; thence along the arc of said curve in a Northeasterly direction a distance of 175.90 feet to the P.T. (point of tangent) of said curve; thence along the tangent of said curve in a Northeasterly direction a distance of 86.96 feet to the P.C. (point of curve) of a curve to the left having a radius of 225.00 feet and a central angle of 24°32'16"; thence along the arc of said curve in a

Northeasterly direction a distance of 96.36 feet to the P.T. (point of tangent) of said curve; thence along the tangent of said curve in a Northeasterly direction a distance of 141.02 feet to a point; thence 90°00' to the right in a Southeasterly direction a distance of 50.00 feet to a point; thence 0°12'38" to the right in a Southeasterly direction a distance of 140.00 feet to a point; thence 90°40'17" to the right in a Southwesterly direction a distance 394.51 feet to a point; thence 18°26'36" to the left in a Southwesterly direction a distance of 133.80 feet to a point; thence 22°58'01" to the left in a Southeasterly direction a distance of 175.07 feet to a point; thence 27°24'26" to the left in a Southwesterly direction a distance of 180.88 feet to a point; thence 23°28'41" to the left in a Southwesterly direction a distance of 139.38 feet to a point; thence 39°35'34" to the right in a Southwesterly direction a distance of 254.44 feet to a point; thence 45°56'37" to the right in a Southwesterly direction a distance of 335.82 feet to a point; thence 10°31'46" to the right in a Southwesterly direction a distance of 185.72 feet to a point; thence 36°06'55" to the left in a Southwesterly direction a distance of 248.48 feet to a point; thence 52°30'48" to the right in a Southwesterly direction a distance of 194.85 feet to a point; thence 49°55'42" to the left in a Southwesterly direction a distance of 244.82 feet to a point; thence 44°03'43" to the right in a Southwesterly direction a distance of 279.68 feet to a point; thence 10°55'59" to the right in a Southwesterly direction a distance of 395.65 feet to a point; thence 60°12'02" to the left in a Southwesterly direction a distance of 76.86 feet to a point; thence 19°47'10" to the right in a Southwesterly direction a distance of 260.29 feet to a point; thence 12°20'16" to the right in a Southwesterly direction a distance of 89.33 feet to a point; thence 6°51'10" to the left in a Southwesterly direction a distance of 123.91 feet to a point; thence 55°25'28" to the right in a Northwesterly direction a distance of 50.00 feet to a point; thence 10°17'14" to the right in a Northwesterly direction a distance of 162.08 feet to a point; thence 18°44'33" to the right in a Northwesterly direction a distance of 388.30 feet to a point; thence 24°32'19" to the left in a Northwesterly direction a distance of 84.24 feet to a point; thence 19°30'34" to the right in a Northwesterly direction a distance of 248.94 feet to point; thence 106°18'27" to the right in a Northeasterly direction a distance of 394.81 feet to a point; thence 4°01'34" to the left in a Northeasterly direction a distance of 58.65 feet to a point on the North line of the S.E.1/4 of the N.E.1/4 of Section 12, Township 18 South, Range 2 West; thence 44°50'46" to the right along the North line of said section in an Easterly direction a distance of 140.02 feet to the POINT OF BEGINNING.

Contains 74.59 acres.

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

1993 OCT 14 AM 10:51

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

George R. Reynolds
JUDGE OF PROBATE

#20050

EXHIBIT "B"

LEGAL DESCRIPTION OF DEVELOPMENT

A parcel of land situated in Sections 1, 12, and 13, in Township 18 South, Range 2 West, and in Sections 5, 6, 7, and 8 in Township 18 South, Range 1 West, being more particularly described as follows:

Commence at the Northwest corner of the S.E.1/4 of Section 12, Township 18 South, Range 2 West; thence in a Southerly direction along the West line of said 1/4 section a distance of 2664.91 feet to the POINT OF BEGINNING, said point being the Southwest corner of said 1/4 section; thence turn 87°54'38" to the left in an Easterly direction along the South line of Section 12 a distance of 2625.70 feet to the Southeast corner of said section, said point also being the Southwest corner of Section 7, Township 18 South, Range 1 West; thence turn 1°47' to the left in an Easterly direction along the South line of said Section 7 a distance of 5346.74 feet to the Southeast corner of said Section 7; thence turn 90°35'24" to the left in a Northerly direction along the Easterly line of said Section 7 a distance of 1328.31 feet to a point, said point being the Southwest corner of the N.W.1/4 of the S.W.1/4 of Section 8, Township 18 South, Range 1 West; thence turn 89°46'15" to the right and run in a Westerly direction along the South line of said 1/4-1/4 section a distance of 1308 feet, more or less, to a point on the Northwesterly right-of-way line of Sicard Hollow Road, said point being on a curve to the right having a radius of 358.31 feet and a central angle of 13°44'24"; thence turn 59°04'08" (angle measured to tangent) to the left in a Northeasterly direction along the Northwesterly right-of-way line of said road and along the arc of said curve a distance of 85.93 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northeasterly direction along the Northwesterly right-of-way line of said road a distance of 75.10 feet to the P.C. (point of curve) of a curve to the left having a radius of 437.46 feet and a central angle of 31°20'; thence in a Northeasterly direction along the Northwesterly right-of-way line of said road and along the arc of said curve 239.23 feet to the P.T.(point of tangent) of said curve; thence in the tangent to said curve in a Northeasterly direction along the Northwesterly right-of-way line of said road a distance of 56.23 feet to the P.C. (point of curve) of a curve to the right having a radius of 612.96 feet and a central angle of 27°00'; thence in a Northeasterly direction along the Northwesterly right-of-way line of said road and along the arc or said curve a distance of 288.85 feet to the P.C.C. (point of compound curve), said point

Northeasterly direction along the Northwesterly right-of-way line of said road a distance of 124.29 feet to the P.C. (point of curve) of a curve to the right having a radius of 995.37 feet and a central angle of 16°00'; thence in a Northeasterly direction along the Northwesterly right-of-way line of said road and along the arc of said curve 277.96 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northeasterly direction along the Northwesterly right-of-way line of said road a distance of 1.81 feet to the P.C. (point of curve) of a curve to the right having a radius of 450.28 feet and a central angle of 30°00'; thence in a Northeasterly direction along the Northwesterly right-of-way line of said road and along the arc of said curve a distance of 235.77 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northeasterly direction along the Northwesterly right-of-way line of said road a distance of 226.98 feet to the P.C. (point of curve) of a curve to the right having a radius of 1472.69 feet and a central angle of 22°40'; thence in a Northeasterly, then Easterly and then Southeasterly direction along the Northwesterly, then Northerly, and then Northeasterly right-of-way line of said road and along the arc of said curve a distance of 582.61 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southeasterly direction along the Northeasterly right-of-way line of said road a distance of 383.51 feet to the P.C. (point of curve) of a curve to the left having a radius of 533.69 feet and a central angle of 20°49'04"; thence in an Easterly and then Northeasterly direction along the Northerly and then Northwesterly right-of-way line of said Sicard Hollow Road and along the arc of said curve a distance of 193.91 feet to a point on the East line of Section 8, Township 18 South, Range 1 West; thence turn 79°39'56" (angle measured to tangent) to the left in a Northerly direction along the East line of said section a distance of 966.04 feet to the Northeast corner of said section, said point also being the Southeast corner of Section 5, Township 18 South, Range 1 West; thence turn 0°05'53" to the right in a Nort
the East line of said Section 5 a distance of 3986.37 feet to the Northeast corner of the S.E.1/4 of the N.E.1/4 of Section 5, Township 18 South, Range 1 West; thence turn 90°01'48" to the left in a Westerly direction along the North line of said 1/4-1/4 section 1329.31 feet to the Southeast corner of the N.W.1/4 of the N.E.1/4 of said section; thence turn 90°12'15" to the right and run in a Northerly direction along the East line of said 1/4-1/4 section a distance of 1336.79 feet to the Northeast corner of said 1/4-1/4 section; thence turn 90°09'24" to the left in a Westerly direction along the North line of Section 5, Township 18 South, Range 1 West a distance of 2659.02 feet to the Northwest corner of t 4 of the N.W.1/4 of said section; thence turn 89°55'32" to the left in a Southerly direction along the West line of said 1/4-1/4 section a distance of 215.00 feet to a point; thence turn 94°15'58" to the right in a Northwesterly direction a distance of 1331.55 feet to a point on the West line of the N.W.1/4 of the N.W.1/4 of Sect Range 1 West; thence turn 35°42'17" t ght in a Northwesterly direction a distance of 180.06 feet to a point on the North line of Section 6, Township 18

being on a curve to the right having a radius of 399.22 feet and a central angle of 21°50'; thence in a Northeasterly direction along the Northwesterly right-of-way line of said road and along the arc of said curve a distance of 152.13 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northeasterly direction along the Northwesterly right-of-way line of said road a distance of 200.93 feet to the P.C. (point of curve) of a curve to the right having a radius of 756.20 feet and a central angle of 21°00'; thence in a Northeasterly direction along the Northwesterly right-of-way line of said road and along the arc of said curve a distance of 277.16 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northeasterly direction along the Northwesterly right-of-way line of said road a distance of 9.54 feet to the P.C. (point of curve) of a curve to the left having a radius of 278.31 feet and a central angle of 42°45'; thence in a Northeasterly direction along the Northwesterly right-of-way line of said road and along the arc of said curve 207.66 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northeasterly direction along the Northwesterly right-of-way line of said road a distance of 37.76 feet to the P.C. (point of curve) of a curve to the left having a radius of 532.96 feet and a central angle of 24°00'; thence in a Northeasterly direction along the Northwesterly right-of-way line of said road and along the arc of said curve a distance of 223.25 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northeasterly direction along the Northwesterly right-of-way line of said Sicard Hollow Road a distance of 17.17 feet to the P.C. (point of curve) of a curve to the right having a radius of 450.28 feet and a central angle of 38°12'; thence in a Northeasterly direction along the Northwesterly right-of-way line of said road and along the arc of said curve a distance of 300.21 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northeasterly direction along the Northwesterly right-of-way line of said road a distance of 272.45 feet to the P.C. (point of curve) of a curve to the left having a radius of 247.94 feet and a central angle of 65°00'; thence in a Northeasterly direction along the Northwesterly right-of-way line of the said road and along the arc of said curve a distance of 281.28 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northerly direction along the Westerly right-of-way line of said road a distance of 81.70 feet to the P.C. (point of curve) of a curve to the right having a radius of 327.94 feet and a central angle of 61°10'; thence in a Northeasterly direction along the Northwesterly right-of-way line of said road and along the arc of said curve a distance of 350.10 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northeasterly direction along the Northwesterly right-of-way line of said road a distance of 284.99 feet to the P.C. (point of curve) of a curve to the left having a radius of 676.70 feet and a central angle of 18°40'; thence in a Northeasterly direction along the Northwesterly right-of-way line o f said road and along the arc of said curve a distance of 220.49 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a

East line of Section 12 a distance of 1330.14 to the Southeast corner of the N.E.1/4 of the N.E.1/4 of said section; thence turn 92°19'56" to the right in a Westerly direction along the South line of said 1/4-1/4 section a distance of 1312.25 feet to the Southwest corner of said 1/4-1/4 section; thence turn 87°18'15" to the right in a Northerly direction along the West line of said 1/4-1/4 section a distance of 940 feet, more or less, to a point on the center line of the Cahaba River; thence along the centerline of the Cahaba River in a Northwesterly, then Westerly, then Southwesterly and then Northwesterly direction a distance of 4768 feet, more or less, to a point on the Easterly right-of-way line of Interstate Highway #459; thence in a Southerly direction along the Easterly right-of-way line of said highway a distance of 252 feet, more or less, to a point; thence turn 17°46' to the left in a Southeasterly direction along the Northeasterly right-of-way line of said highway a distance of 1236.51 feet to a point; thence turn 19°15'34" to the left in a Southeasterly direction along the Northeasterly right-of-way line of said highway a distance of 162.04 feet to a point; thence turn 1°28'19" to the right in a Southeasterly direction along the Northeasterly right-of-way line of said highway a distance of 602.12 feet to a point; thence 9°50'54" to the right in a Southeasterly direction along the Northeasterly right-of-way line of said highway a distance of 710.76 feet to a point; thence turn 6°53'30" to the right in a Southeasterly direction along the Northeasterly right-of-way line of said highway a distance of 1392.57 feet to a point; thence turn 17°23'25" to the right in a Southwesterly direction along the Southeasterly right-of-way line of said highway a distance of 1214.99 feet to a point; thence turn 14°22'21" to the right in a Southwesterly direction along the Southeasterly right-of-way line of said highway a distance of 173.98 feet to a point on the South line of the N.W.1/4 of the N.W.1/4 of Section 13, Township 18 South, Range 2 West; thence turn 107°25'40" to the left in an Easterly direction along the South line of said 1/4-1/4 section a distance of 187.40 feet to the Southeast corner of said 1/4-1/4 section; thence 91°12'20" to the left in a Northerly direction along the East line of said 1/4-1/4 section a distance of 1331.97 feet to the Southwest corner of the S.E.1/4 of the S.W.1/4 of Section 12, Township 18 South, Range 2 West; thence turn 91°37'43" to the right in an Easterly direction along the South line of said 1/4-1/4 section a distance of 1312.65 feet to the POINT OF BEGINNING.

September 24, 1992

OLD OVERTON COMMUNITIES
COVENANTS, CONDITIONS AND RESTRICTIONS
AMENDMENTS

Amendments to Covenants, Conditions and Restrictions

1. Amendment No. 1
2. Amendment No. 2
3. Amendment No. 3
4. Amendment No. 4
   Amended and Restated Amendment No. 4
5. Amendment No. 5
   Amended and Restated Amendment No. 5
6. Amendment No. 6
   Amended and Restated Amendment No. 6
7. Amendment No. 7
8. Amendment No. 8
   Amended and Restated Amendment No. 8
9. Amendment No. 9
10. Amendment No. 10
11. Amendment No. 11
12. Amendment No. 12
13. Amendment No. 13
14. Amendment No. 14
15. Amendment No. 15
16. Amendment No. 16
17. Amendment No. 17
18. Amendment No. 18
19. Amendment No. 19

9403/4047

AMENDMENT NO. 1 TO OLD OVERTON RIDGE COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT NO. 1 TO OLD OVERTON RIDGE COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment"), is made as of the 14th day of February, 1994, by LIBERTY PARK JOINT VENTURE, an Alabama general partnership ("Developer"), comprised of TORCHMARK DEVELOPMENT CORPORATION, an Alabama corporation, and DRUMMOND COMPANY, INC., an Alabama corporation.

RECITALS:

A. As of October 7, 1993, Developer made and entered into the Old Overton Ridge Covenants, Conditions and Restrictions (the "Covenants"), which Covenants were filed for record on October 14, 1993, and recorded in Instrument No. 9313/8012, in the Probate Office of Jefferson County, Alabama, affecting certain real property more particularly described in the Covenants ("the Property").

B. Developer subsequently caused to be filed for record a subdivision plat or survey of the Property entitled "Old Overton Ridge", which plat or survey is recorded in Map Book 175, Page 85, in said Probate Office.

C. In addition to the Property, and pursuant to Section 2.02 of the Covenants, Developer desires to own, develop, improve, lease and sell the real Property more particularly described in attached Exhibit "A" (the "Additional Property") subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Covenants.

NOW, THEREFORE, Developer hereby amends the Covenants as follows:

1. The Covenants, originally titled "Old Overton Ridge Covenants, Conditions and Restrictions", are hereby retitled "Old Overton Communities Covenants, Conditions and Restrictions".

2. The Additional Property described in Exhibit "A", attached hereto and incorporated herein by reference, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Covenants, all of which shall be binding on all parties having or acquiring any right, title or interest in, and shall inure to the benefit of each and every owner of such Additional Property.

3. Except as herein specifically amended, the Covenants shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed as of the date first above written.

LIBERTY PARK JOINT VENTURE
BY: DRUMMOND COMPANY, INC.,
an Alabama Corporation,
Its General Partner

BY: _____
Ronald O. Durham
Its Senior Vice President

BY: TORCHMARK DEVELOPMENT CORPORATION,
an Alabama Corporation,
Its General Partner

BY: _____
Mark D. Elgin
Its Executive Vice President

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ronald O. Durham, whose name as Senior Vice President of Drummond Company, Inc., an Alabama corporation, in its capacity as general partner of Liberty Park Joint Venture, an Alabama general partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me 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, acting in its capacity as general partner of said general partnership, for and as the act of said partnership.

Given under my hand and official seal this 14th day of February, 1994.

Alison A. Hackle
Notary Public

(Notarial Seal) My commission expires: 4-15-97

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark D. Elgin, whose name as Executive Vice President of Torchmark Development Corporation, an Alabama corporation, in its capacity as general partner of Liberty Park Joint Venture, an Alabama general partnership, 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, acting in its capacity as general partner of said general partnership, for and as the act of said partnership.

Given under my hand and official seal this the 14th day of February, 1994.

Jewel Sue Poe
Notary Public

(Notarial Seal) My commission expires: 4-3-97

K:\LIBEPA\00072\AMEND.ORR 020494 17:23

EXHIBIT "A"

OLD OVERTON - FIRST SECTOR

A parcel of land situated in the S.E.1/4 of Section 6, Township 18 South, Range 1 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of Section 6, Township 18 South, Range 1 West and run in a Westerly direction along the South line of said section a distance of 618.42 feet to a point; thence 90°00′ to the right in a Northerly direction a distance of 1616.45 feet to the POINT OF BEGINNING; thence 95°25′35" to the left in a Southwesterly direction a distance of 812.40 feet to a point; thence 77°12′48" to the right in a Northwesterly direction a distance of 72.69 feet to a point; thence 13°55′47" to the left in a Northwesterly direction a distance of 50.00 feet to a point; thence 90°00′ to the right in a Northeasterly direction a distance of 10.42 feet to a point; thence 90°00′ to the left in a Northwesterly direction a distance of 136.41 feet to a point; thence 81°51′35" to the right in a Northeasterly direction a distance of 277.49 feet to a point; thence 15°28′24" to the right in a Northeasterly direction a distance of 222.74 feet to a point; thence 7°39′43" to the left in a Northeasterly direction a distance of 221.69 feet to a point; thence 114°14′01" to the right in a Southeasterly direction a distance of 264.31 feet to a point on a curve to the right having a radius of 725.00 feet and a central angle of 24°52′22"; thence 85°31′42" to the left (angle measured to tangent) in a Southeasterly direction along the arc of said curve a distance of 314.73 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southeasterly direction a distance of 136.74 feet to the P.C. (point of curve) of a curve to the left having a radius of 150.00 feet and a central angle of 14°39′14"; thence in a Southeasterly direction along the arc of said curve a distance of 38.36 feet to a point; thence 90°00′ to the right (angle measured to tangent) in a Southwesterly direction a distance of 50.00 feet to a point; thence 2°46′37" to the left in a Southwesterly direction a distance of 225.77 feet to a point; thence 115°21′ to the right in a Northwesterly direction a distance of 194.73 feet to the POINT OF BEGINNING.

Containing 386,702.17 square feet or 8.877 acres.

December 21, 1993

desc226

EXHIBIT "A" CONTINUED

OLD OVERTON - SECOND SECTOR

A parcel of land situated in the West 1/2 of Section 5, Township 18 South, Range 1 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of Section 5, Township 18 South, Range 1 West and run in an Easterly direction along the South line of said section a distance of 610.22 feet to a point; thence 90°00' to the left in a Northerly direction a distance of 2137.83 feet to the POINT OF BEGINNING; thence 60°24'47" to the left in a Northwesterly direction a distance of 312.77 feet to a point; thence 30°02'49" to the right in a Northwesterly direction a distance of 50.00 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 11.53 feet to the P.C. (point of curve) of a curve to the left having a radius of 275.00 feet and a central angle of 7°00'24"; thence in a Northeasterly direction along the arc of said curve a distance of 33.63 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northeasterly direction a distance of 226.59 feet to the P.C. (point of curve) of a curve to the right having a radius of 280.00 feet and a central angle of 49°20'34"; thence in a Northeasterly, Easterly and Southeasterly direction along the arc of said curve a distance of 241.13 feet to a point; thence 85°47'23" to the left (angle measured to tangent) in a Northeasterly direction a distance of 57.00 feet to a point; thence 7°50'50" to the right in a Northeasterly direction a distance of 109.86 feet to a point; thence 7°50'50" to the left in a Northeasterly direction a distance of 125.98 feet to a point; thence 13°35'21" to the right in a Northeasterly direction a distance of 143.96 feet to a point; thence 26°19'03" to the right in a Northeasterly direction a distance of 262.10 feet to a point; thence 5°59'40" to the left in a Northeasterly direction 141.25 feet to a point; thence 45°45'29" to the right in a Southeasterly direction a distance of 131.32 feet to a point; thence 16°14'50" to the right in a Southeasterly direction a distance of 110.83 feet to a point; thence 9°36'46" to the right in a Southeasterly direction a distance of 168.85 feet to a point; thence 12°10'40" to the left in a Southeasterly direction a distance of 95.54 feet to a point; thence 14°02'33" to the left in a Southeasterly direction a distance of 256.00 feet to a point; thence 12°18'04" to the right in a Southeasterly direction a distance of 111.89 feet to a point; thence 12°18'04" to the left in a Southeasterly direction a distance of 355.00 feet to a point; thence 52°46'58" to the right in a Southeasterly direction a distance of 160.99 feet to a point on a curve to the right having a radius of 575.00 feet and a central angle of 10°02'35"; thence 79°57'25" to the right (angle

measured to tangent) in a Southwesterly direction along the arc of said curve a distance of 100.79 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southwesterly direction a distance of 499.59 feet to the P.C. (point of curve) of a curve to the left having a radius of 525.00 feet and a central angle of 9°04'56"; thence in a Southwesterly direction along the arc of said curve a distance of 83.22 feet to a point; thence 91°01'01" to the right (angle measured to tangent) in a Northwesterly direction a distance of 168.12 feet to a point; thence 86°41'46" to the left in a Southwesterly direction a distance of 185.00 feet to a point; thence 22°15'25" to the left in a Southwesterly direction a distance of 150.00 feet to a point; thence 2°18'18" to the left in a Southwesterly direction a distance of 143.37 feet to a point; thence 11°55'48" to the right in a Southwesterly direction a distance of 140.00 feet to a point; thence 8°33'24" to the right in a Southwesterly direction a distance of 140.99 feet to a point; thence 92°36'11 to the right in a Northwesterly direction a distance of 304.35 feet to a point; thence 74°39'21" to the left in a Southwesterly direction a distance of 308.00 feet to a point; thence 54°00'51" to the right in a Northwesterly direction a distance of 173.53 feet to a point; thence 55°43'11" to the left in a Southwesterly direction a distance of 124.68 feet to the POINT OF BEGINNING.

Containing 29.3595 acres.

December 29, 1993

desc226

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

1994 MAR -2 PM 3:45

RECORDED
DEED TAX HAS BEEN PD. ON THIS INSTRUMENT

JUDGE OF PROBATE

180

AMENDMENT NO. 2 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT NO. 2 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment"), is made as of the 31st day of August, 1994, by LIBERTY PARK JOINT VENTURE, an Alabama general partnership ("Developer"), comprised of TORCHMARK DEVELOPMENT CORPORATION, an Alabama corporation, and DRUMMOND COMPANY, INC., an Alabama corporation.

RECITALS:

A. As of October 7, 1993, Developer made and entered into the Old Overton Ridge Covenants, Conditions and Restrictions (the "Covenants"), which Covenants were filed for record on October 14, 1993, and recorded in Instrument No. 9313/8012, in the Probate Office of Jefferson County, Alabama, affecting certain real property more particularly described in the Covenants.

B. As of February 14, 1994, Developer amended the Covenants by Amendment No. 1 to the Covenants, which is recorded under Instrument Number 9403/4047, in said Probate Office and which, among other matters, changed the title of the Covenants to "Old Overton Communities Covenants, Conditions and Restrictions".

C. Developer desires to further amend the Covenants.

NOW, THEREFORE, Developer hereby amends the Covenants as follows:

1. Pursuant to Section 2.02 of the Covenants, Developer desires to own, develop, improve, lease and sell the Additional Property described in Exhibit "A", attached hereto and incorporated herein by reference, which Additional Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Covenants, all of which shall be binding on all parties having or acquiring any right, title or interest in, and shall inure to the benefit of each and every owner of such Additional Property.

2. Except as herein specifically amended, the Covenants shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed as of the date first above written.

LIBERTY PARK JOINT VENTURE,
an Alabama general partnership

BY: DRUMMOND COMPANY, INC.,
an Alabama Corporation,
Its: General Partner

BY: _____
Ronald O. Durham
Its: Senior Vice President

BY: TORCHMARK DEVELOPMENT CORPORATION,
an Alabama Corporation,
Its: General Partner

BY: _____
Mark D. Elgin
Its: Executive Vice President

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ronald O. Durham, whose name as Senior Vice President of Drummond Company, Inc., an Alabama corporation, in its capacity as general partner of LIBERTY PARK JOINT VENTURE, an Alabama general partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me 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, acting in its capacity as general partner of said general partnership, for and as the act of said partnership.

Given under my hand and official seal this 8th day of August, 1994.

_____
Notary Public
My commission expires: 4-3-97

(Notarial Seal)

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark D. Elgin, whose name as Executive Vice President of Torchmark Development Corporation, an Alabama corporation, in its capacity as general partner of **LIBERTY PARK JOINT VENTURE**, an Alabama general partnership, 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, acting in its capacity as general partner of said general partnership, for and as the act of said partnership.

Given under my hand and official seal this the 3rd day of August, 1994.

Jewel Sue Pace
Notary Public
My commission expires: 4-3-97

(Notarial Seal)

THIS INSTRUMENT PREPARED BY:
Kathryn S. Carver, Esquire
Lange, Simpson, Robinson & Somerville
1700 First Alabama Bank Building
Birmingham, Alabama 35203

K:\LIBEPA\[illegible]\AMEND.2.OER 080194 11:28

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land situated in the West 1/2 of Section 5, Township 18 South, Range 1 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of Section 5, Township 18 South, Range 1 West and run in an Easterly direction along the South line of said section a distance of 748.54 feet to a point; thence 90°00' to the left in a Northerly direction a distance of 2499.98 feet to the POINT OF BEGINNING; thence 11°58'12" to the right in a Northeasterly direction a distance of 50.00 feet to a point; thence 4°12'37" to the right in a Northeasterly direction a distance of 57.00 feet to a point; thence 7°50'50" to the right in a Northeasterly direction a distance of 109.86 feet to a point; thence 7°50'50" to the left in a Northeasterly direction a distance of 125.98 feet to a point; thence 13°35'21" to the right in a Northeasterly direction a distance of 143.96 feet to a point; thence 26°19'03" to the right in a Northeasterly direction a distance of 262.10 feet to a point; thence 5°59'40" to the left in a Northeasterly direction 141.25 feet to a point; thence 45°45'29" to the right in a Southeasterly direction a distance of 131.32 feet to a point; thence 16°14'50" to the right in a Southeasterly direction a distance of 110.83 feet to a point; thence 9°36'46" to the right in a Southeasterly direction a distance of 168.85 feet to a point; thence 12°10'40" to the left in a Southeasterly direction a distance of 95.54 feet to a point; thence 14°02'33" to the left in a Southeasterly direction a distance of 256.00 feet to a point; thence 12°18'04" to the right in a Southeasterly direction a distance of 111.89 feet to a point; thence 12°18'04" to the left in a Southeasterly direction a distance of 355.00 feet to a point; thence 52°46'58" to the right in a Southeasterly direction a distance of 160.99 feet to a point on a curve to the right having a radius of 575.00 feet and a central angle of 10°02'35"; thence 79°57'25" to the right (angle measured to tangent) in a Southwesterly direction along the arc of said curve a distance of 100.79 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southwesterly direction a distance of 499.59 feet to the P.C. (point of curve) of a curve to the left having a radius of 525.00 feet and a central angel of 9°04'56"; thence in a Southwesterly direction along the arc of said curve a distance of 83.22 feet to a point; thence 91°01'01" to the right (angle measured to tangent) in a Northwesterly direction a distance of 168.12 feet to a point; thence 86°41'46" to the left in a Southwesterly direction a distance of 185.00 feet to a point; thence 22°15'25" to the left in a Southwesterly direction a distance of 150.00 feet to a point; thence 2°18'18" to the left in a Southwesterly direction a distance of 143.37 feet to a point; thence 11°55'47" to the right in a Southwesterly direction a distance of 140.00 feet to a point; thence 8°33'24" to the right in a Southwesterly direction a distance of 140.99 feet to a point; thence 92°36'11" to the right in a Northwesterly direction a distance of 40.00 feet to a point; thence 19°57'41" to the right in a Northwesterly direction a distance of 271.60 feet to a point on a curve to the right having a radius of 50.00 feet and a central angle of 115°58'05"; thence 90°00' to the left (angle measured to tangent) in a Northwesterly direction along the arc of said curve a distance of 101.20 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 25.00 feet and a central angle of 48°11'23";

thence in a Northwesterly direction along the arc of said curve a distance of 21.03 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northwesterly direction a distance of 6.07 feet to the P.C. (point of curve) of a curve to the left having a radius of 150.00 feet and a central angle of 8°04'35"; thence in a Northwesterly direction along the arc of said curve a distance of 21.14 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northwesterly direction a distance of 87.90 feet to the P.C. (point of curve) of a curve to the right having a radius of 200.00 feet and a central angel of 11°33'19"; thence in a Northwesterly direction along the arc of said curve a distance of 40.34 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 25.00 feet and a central angle of 70°42'24"; thence in a Northwesterly, Westerly and Southwesterly direction along the arc of said curve a distance of 30.85 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 225.00 feet and a central angle of 34°15'31"; thence in a Southwesterly, Westerly and Northwesterly direction along the arc of said curve a distance of 134.53 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northwesterly direction a distance of 130.98 feet to the P.C. (point of curve) of a curve to the left having a radius of 230.00 feet and a central angel of 4°50'26"; thence in a Northwesterly direction along the arc of said curve a distance of 19.43 feet to the POINT OF BEGINNING; and being further described as follows: A subdivision entitled "Old Overton - Second Sector" situated in the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 18 South, Range 1 West, Jefferson County, Alabama, said plat being recorded in Map Book 179, Page 3 in the Probate Office of Jefferson County, Alabama.

Containing 23.501 acres.

State of Alabama - Jefferson County
I certify this instrument filed on:
1994 AUG 10 A.M. 10:19

Recorded and $ Mtg. Tax
and $ Deed Tax and Fee Amt.
$ 14.50 Total $ 14.50
GEORGE R. REYNOLDS, Judge of Probate

9409/8837

9410/6200

AMENDMENT NO. 3 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT NO. 3 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment"), is made as of the 29th day of August, 1994, by LIBERTY PARK JOINT VENTURE, an Alabama general partnership ("Developer"), comprised of TORCHMARK DEVELOPMENT CORPORATION, an Alabama corporation, and DRUMMOND COMPANY, INC., an Alabama corporation.

RECITALS:

A. As of October 7, 1993, Developer made and entered into the Old Overton Ridge Covenants, Conditions and Restrictions (the "Covenants"), which Covenants were filed for record on October 14, 1993, and recorded in Instrument No. 9313/8012, in the Probate Office of Jefferson County, Alabama, affecting certain real property more particularly described in the Covenants.

B. As of February 14, 1994, Developer amended the Covenants by Amendment No. 1 to the Covenants, which is recorded under Instrument Number 9403/4047, in said Probate Office. On August 3, 1994, Developer further amended the Covenants by Amendment No. 2 to the Covenants which is recorded under Instrument Number 9409/8837, in said Probate Office.

C. Developer desires to further amend the Covenants.

NOW, THEREFORE, Developer hereby amends the Covenants as follows:

1. Pursuant to Section 2.02 of the Covenants, Developer desires to own, develop, improve, lease and sell the Additional Property described in Exhibit "A", attached hereto and incorporated herein by reference, which Additional Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Covenants, all of which shall be binding on all parties having or acquiring any right, title or interest in, and shall inure to the benefit of each and every owner of such Additional Property.

2. Except as herein specifically amended, the Covenants shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed as of the date first above written.

LIBERTY PARK JOINT VENTURE,
an Alabama general partnership

BY: **DRUMMOND COMPANY, INC.,**
an Alabama Corporation,
Its: General Partner

BY: _____
Ronald O. Durham
Its: Senior Vice President

BY: **TORCHMARK DEVELOPMENT CORPORATION,**
an Alabama Corporation,
Its: General Partner

BY: _____
Mark D. Elgin
Its: Executive Vice President

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ronald O. Durham, whose name as Senior Vice President of Drummond Company, Inc., an Alabama corporation, in its capacity as general partner of **LIBERTY PARK JOINT VENTURE**, an Alabama general partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me 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, acting in its capacity as general partner of said general partnership, for and as the act of said partnership.

Given under my hand and official seal this 29th day of August, 1994.

_____
Notary Public
My commission expires: 4-3-97

(Notarial Seal)

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark D. Elgin, whose name as Executive Vice President of Torchmark Development Corporation, an Alabama corporation, in its capacity as general partner of **LIBERTY PARK JOINT VENTURE**, an Alabama general partnership, 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, acting in its capacity as general partner of said general partnership, for and as the act of said partnership.

Given under my hand and official seal this the 23rd day of August, 1994.

Notary Public

(Notarial Seal)

My commission expires: 4-3-97

THIS INSTRUMENT PREPARED BY:
Kathryn S. Carver, Esquire
Lange, Simpson, Robinson & Somerville
1700 First Alabama Bank Building
Birmingham, Alabama 35203

K:\LIBEPA\00002\AMEND-3.ORR 081794 13:50

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land situated in the SE 1/4 of Section 6, Township 18 South, Range 1 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of Section 6, Township 18 South, Range 1 West and run in a Westerly direction along the South line of said section a distance of 618.42 feet to a point; thence 90°00' to the right in a Northerly direction a distance of 1616.45 feet to the POINT OF BEGINNING; thence 95°25'35" to the left in a Southwesterly direction a distance of 812.40 feet to a point; thence 77°12'48" to the right in a Northwesterly direction a distance of 72.69 feet to a point; thence 13°55'47" to the left in a Northwesterly direction a distance of 50.00 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 10.42 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 136.41 feet to a point; thence 81°51'35" to the right in a Northeasterly direction a distance of 277.49 feet to a point; thence 15°28'24" to the right in a Northeasterly direction a distance of 222.74 feet to a point; thence 7°39'43" to the left in a Northeasterly direction a distance of 221.69 feet to a point; thence 114°14'01" to the right in a Southeasterly direction a distance of 264.31 feet to a point on a curve to the right having a radius of 725.00 feet and a central angle of 24°52'22"; thence 85°31'42" to the left (angle measured to tangent) in a Southeasterly direction along the arc of said curve a distance of 314.73 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southeasterly direction a distance of 136.74 feet to the P.C. (point of curve) of a curve to the left having a radius of 150.00 feet and a central angle of 14°39'14"; thence in a Southeasterly direction along the arc of said curve a distance of 38.36 feet to a point; thence 90°00' to the right (angle measured to tangent) in a Southwesterly direction a distance of 50.00 feet to a point; thence 2°46'37" to the left in a Southwesterly direction a distance of 225.77 feet to a point; thence 115°21' to the right in a Northwesterly direction a distance of 194.73 feet to the POINT OF BEGINNING; and being further described as follows: A subdivision entitled "Old Overton - First Sector" situated in the Southeast 1/4 of Section 6, Township 18 South, Range 1 West, Jefferson County, Alabama, said plat being recorded in Map Book 177, Page 97 in the Probate Office of Jefferson County, Alabama.

Containing 386,702.17 square feet or 8.877 acres.

State of Alabama - Jefferson County
I certify this instrument filed on:
1994 AUG 30 P.M. 15:59
Recorded and $ Mtg. Tax
and $ Deed Tax and Fee Amt.
$ 12.00 Total $ 12.00
GEORGE R. REYNOLDS, Judge of Probate

9410/6200

THIS INSTRUMENT PREPARED BY:
Kathryn S. Carver, Esq.
Lange, Simpson, Robinson & Somerville
417 North 20th Street, Suite 1700
Birmingham, Alabama 35203

9614/2312

AMENDED AND RESTATED AMENDMENT NO. 4 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED AND RESTATED AMENDMENT NO. 4 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS ("Restated Amendment") is made as of the 4th day of December, 1996, by LIBERTY PARK JOINT VENTURE, an Alabama general partnership ("Developer"), comprised of Torchmark Development Corporation, an Alabama corporation, and Drummond Company, Inc., an Alabama corporation. Capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Covenants, as defined below.

RECITALS:

A. As of October 7, 1993, Developer made and entered into the Old Overton Ridge Covenants, Conditions and Restrictions ("Covenants"), which Covenants were filed for record on October 14, 1993, and recorded as Instrument No. 9313/8012, in the Probate Office of Jefferson County, Alabama ("Probate Office"), affecting certain real property more particularly described in the Covenants.

B. Subsequently, Developer amended the Covenants to, among other things, include additional real property within the terms, covenants, and conditions of the Covenants and rename the Covenants the "Old Overton Communities Covenants, Conditions and Restrictions" by filing in the Probate Office the following: Amendment No. 1 to the Covenants as of February 14, 1994, which is recorded as Instrument Number 9403/4047 in the Probate Office; Amendment No. 2 to the Covenants as of August 3, 1994, which is recorded as Instrument Number 9409/8837 in the Probate Office; Amendment No. 3 to the Covenants as of August 29, 1994, which is recorded as Instrument Number 9410/6200 in the Probate Office; Amendment No. 4 to the Covenants as of January 26, 1995, which is recorded as Instrument Number 9502/0631 in the Probate Office; Amendment No. 5 to the Covenants as of February 16, 1995, which is recorded as Instrument Number 9502/6882 in the Probate Office; Amended and Restated Amendment No. 5 to the Covenants as of June 22, 1995, which is recorded as Instrument Number 9507/2677 in the Probate Office; Amendment No. 6 to the Covenants as of August 28, 1995, which is recorded as Instrument Number 9509/9754 in the Probate Office; Amended and Restated Amendment No. 6 to the Covenants as of February 22, 1996, which is recorded as Instrument Number 9603/6396 in the Probate Office; Amendment No. 7 to the Covenants as of February 20, 1996, which is recorded as Instrument Number 9607/2353 in the Probate Office; Amendment No. 8 to the Covenants as of November 22, 1996, which is recorded as Instrument

Number 9613/1549, in the Probate Office; and Amendment No. 9 to the Covenants as of November 22, 1996, which is recorded as Instrument Number 9613/8101, in the Probate Office.

C. Developer desires to amend and restate Amendment No. 4 to the Covenants solely for the purpose of submitting certain Additional Property to the provisions of the Covenants and said Amendment No. 4.

NOW, THEREFORE, Developer hereby amends and restates Amendment No. 4 to the Covenants as follows:

1. Pursuant to Section 2.02 of the Covenants, Developer desires to own, develop, improve, lease and sell Additional Property (hereinafter "ClubRidge Property") particularly described in Exhibit "A" and Exhibit "B," attached hereto and incorporated herein by reference, which ClubRidge Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Covenants, as such are amended and modified by this Restated Amendment, and further subject to the additional covenants, restrictions easements, charges, and liens set forth in this Restated Amendment, all of which shall be binding on all parties having or acquiring any right, title or interest in, and shall inure to the benefit of each and every owner of the ClubRidge Property. Except as expressly provided herein, and unless the context otherwise requires, as used throughout the Covenants, the terms "Additional Property" and "Property" shall include the ClubRidge Property.

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

A. **ClubRidge Amenities.** The term "ClubRidge Amenities" shall mean and refer to those portions of the Common Areas in or within the ClubRidge Property which are designated by the Master Association Board or the Developer from time to time as for the exclusive, common use and enjoyment of the Old Overton Owners and Occupants of Lots or Dwellings within the ClubRidge Property and the Developer, its successors and assigns. No Old Overton Owner or Occupant other than Old Overton Owners and Occupants of Lots or Dwellings within the ClubRidge Property shall have any rights of use and enjoyment of the ClubRidge Amenities or any other rights, licenses or benefits therein. The ClubRidge Amenities shall include, without limitation, that portion, if any, of the Master Association's low pressure sewer system serving the ClubRidge Property, all limited access facilities providing ingress to and egress from any portion of the ClubRidge Property (other than any such areas located solely within the boundary lines of any Lot or Dwelling within the ClubRidge Property), all parks, nature trails, recreational facilities and areas located within the ClubRidge Property, and any other areas or Improvements on or within the ClubRidge Property which are designated as ClubRidge Amenities by Developer

or the Master Association Board from time to time. The designation of any land and/or Improvements as ClubRidge Amenities shall not mean or imply that the public at large or Old Overton Owners and Occupants of Lots or Dwellings located outside the ClubRidge Property acquires any easement of use or enjoyment thereof or any other rights, licenses or benefits therein. Except as expressly provided herein, and unless the context otherwise requires, as used throughout the Covenants, the term "Common Areas" shall include the ClubRidge Amenities.

B. **ClubRidge Amenities Expenses.** The term "ClubRidge Amenities Expenses" shall mean and refer to all expenditures related solely to the ClubRidge Amenities, as determined by the Old Overton Board in its sole discretion, made or incurred by or on behalf of the Old Overton Association or the Master Association for which only Old Overton Owners of Lots and Dwellings within the ClubRidge Property shall be assessed pursuant to the terms and conditions of this Restated Amendment. Except as expressly provided herein and unless the context otherwise requires, as used throughout the Covenants, the term "Common Expenses" shall include ClubRidge Amenities Expenses.

C. **Old Overton Association.** The term "Old Overton Association" shall mean and refer to the Old Overton Single-Family Residential Property Association, Inc. As used in this Restated Amendment, "Old Overton Association" shall have the same meaning as the term "Association" in the Covenants.

D. **Old Overton Board.** The term "Old Overton Board" shall mean and refer to the board of directors of Old Overton Association. As used in this Restated Amendment, "Old Overton Board" shall have the same meaning as the term "Board" in the Covenants.

E. **Old Overton Owners.** The term "Old Overton Owners" shall mean and refer to the owners of Lots or Dwellings within the Property who are members of the Old Overton Association. As used in this Restated Amendment, "Old Overton Owners" shall have the same meaning as the term "Owners" in the Covenants.

3. Notwithstanding anything to the contrary contained in Section 3.03(d) of the Covenants and subject to the terms and provisions of the Covenants and the rules, regulations, fees and charges from time to time established by the Developer or the Master Association or as otherwise established pursuant to this Restated Amendment, each Old Overton Owner and Occupant of Lots or Dwellings within the ClubRidge Property shall have the exclusive right, privilege and easement for access to and the use and enjoyment of the limited access facilities, recreational areas, facilities and amenities within the ClubRidge Property now or hereafter designated as ClubRidge Amenities pursuant to the provisions of this Restated Amendment. No

Old Overton Owners or Occupants other than the Old Overton Owners and Occupants of Lots or Dwellings within the ClubRidge Property shall have any right, privilege or easement of access to and use and enjoyment of the ClubRidge Amenities established hereby. The easement and rights granted herein are and shall be permanent and perpetual, are appurtenant to and shall pass and run with title to each Lot and Dwelling within the ClubRidge Property.

4. Notwithstanding anything to the contrary in Section 4.03 and Section 8.08 of the Covenants, Old Overton Owners of Lots or Dwellings within the ClubRidge Property shall have the sole and exclusive right to vote to improve and/or increase the ClubRidge Amenities, and the ClubRidge Amenities Expenses associated therewith, which are above and/or beyond the base level of maintenance and operation of the initial ClubRidge Amenities as established by the Developer or the Master Association and that will preserve the aesthetic quality of the ClubRidge Amenities and maintain the ClubRidge in a manner consistent with the quality generally established within the Old Overton Communities at Liberty Park, subject, however, to the approval of the Old Overton Board, in the following manner:

A. **Voting Requirements.** At such time as a quorum consisting of over fifty percent (50%) of all the votes of the Old Overton Owners of Lots or Dwellings within the ClubRidge Property is obtained, the vote of a majority of the Old Overton Owners of Lots or Dwellings within the ClubRidge Property who are voting in person or by proxy at any annual meeting of the Old Overton Owners shall be required to approve any such improvement to and/or increase of the ClubRidge Amenities, and the ClubRidge Amenities Expenses associated therewith, which are above the base level of maintenance and operation of the initial ClubRidge Amenities as approved by the Developer or the Master Association in accordance with the criteria set forth above and otherwise pursuant to the provisions of this Section 4. With respect to any special meeting of the Old Overton Association, there shall be no specific requirement establishing a quorum and the vote of a majority of the Old Overton Owners of Lots or Dwellings within the ClubRidge Property who are voting in person or by proxy at any such special meeting shall be binding on all of the Old Overton Owners of Lots or Dwellings within the ClubRidge Property.

B. **Levy and Collection of Increased Expenses.** The amount by which the ClubRidge Amenities Expenses are increased pursuant to the majority vote of the Old Overton Owners of Lots or Dwellings within the ClubRidge Property as set forth in this Section 4 shall be specially levied and collected by the Old Overton Board pursuant to the provisions of Section 7 of this Restated Amendment.

C. **No Right to Vote on ClubRidge Amenities and Annually Assessed ClubRidge Amenities Expenses.** Notwithstanding anything to the contrary in this Section 4, no Old Overton Owner of a Lot or Dwelling within the ClubRidge Property shall have the right to vote upon, nor approve of, the initial

ClubRidge Amenities designated by Developer or the Master Association Board and the ClubRidge Amenities Expenses associated with the base level of maintenance and operation of the initial ClubRidge Amenities as approved by the Developer or the Master Association Board to generally meet the criteria set forth above, as such expenses are annually assessed against the Old Overton Owners and their respective Lots and Dwellings within the ClubRidge Property pursuant to the provisions of Section 7 of this Restated Amendment.

5. Notwithstanding anything to the contrary contained in Section 4.07 of the Covenants, and subject to the prior written approval of the Master Association Board which may be withheld in the sole discretion of the Master Association Board, the Old Overton Board may establish and enforce additional rules and regulations, or modify existing rules and regulations, governing the use of the ClubRidge Amenities. Each such rule and regulation shall be binding upon all Old Overton Owners and Occupants of Lots and Dwelling within the ClubRidge Property until and unless any such rule or regulation is specifically overruled, canceled or modified by the Old Overton Board or by the majority vote of the total votes of the Old Overton Owners of Lots or Dwellings within the ClubRidge Property at any regular or special meeting of the Old Overton Association; provided, however, that no such rule or regulation may be overruled, canceled or modified unless such action is also approved by Developer for so long as Developer owns any portion of the Old Overton Property or until such earlier date as Developer elects in Developer's sole discretion, to relinquish such right.

6. In addition to the ARC's authority set forth in Section 5.04 of the Covenants, the ARC shall have the power and authority to promulgate and amend or modify from time to time written Supplemental Architectural Standards in connection with the development of the ClubRidge Property which shall supersede, amend and/or replace all or any part of the provisions and requirements set forth in Articles V and VI of the Covenants, to the extent authorized by the ARC from time to time, in its sole discretion, and shall be binding upon and enforceable against all Old Overton Owners and Occupants of Lots or Dwellings within the ClubRidge Property. The initial Supplemental Architectural Standards for the ClubRidge Property are set forth on Exhibit "C", attached hereto and incorporated herein by reference.

7. Notwithstanding the provisions set forth in Section 7.01(b) of the Covenants, the Master Association may maintain, landscape and irrigate all or any portion of Lots or Dwellings within the ClubRidge Property in the following manner:

A. **Maintenance Funded by Annual Assessments.** The Master Association, in its sole discretion, shall maintain, landscape and irrigate that portion of Lots or Dwellings within the ClubRidge Property commencing at the front door of the Dwelling (including those portions of the side yards visible from the roadway abutting the Lot or Dwelling within the ClubRidge Property which are not behind a privacy fence) up to the edge of the pavement of any roadway abutting the Lot or Dwelling within the ClubRidge Property. Said expenses incurred by or on behalf of the Master Association shall be deemed to be a

ClubRidge Amenities Expense and shall be funded by the annual Assessments levied and collected pursuant to Section 8 of this Amendment.

B. **Maintenance Funded by Special Assessments.** The Old Overton Owners of Lots or Dwellings within the ClubRidge Property may vote to increase, but not decrease, the maintenance of the Lots or Dwellings within the ClubRidge Property by the Master Association pursuant to the provisions of Section 4 of this Amendment. Said expenses incurred by or on behalf of the Master Association associated with such increase in maintenance of the Lots or Dwellings within the ClubRidge Property shall be funded by the special Assessments levied and collected pursuant to Section 8 of this Amendment.

C. **Maintenance Funded by Individual Assessments.** In addition, an individual Old Overton Owner of a Lot or Dwelling within the ClubRidge Property may elect to have the Master Association maintain his or her Lot or Dwelling within the ClubRidge Property commencing twenty (20) feet from the rear of the Dwelling (including the side yards) up to the pavement of the roadway abutting such Lot or Dwelling. Said expenses associated with such additional individual maintenance of a Lot or Dwelling within the ClubRidge Property shall be specially assessed, levied and collected by the Old Overton Board against the individual Owner of such Lot or Dwelling within the ClubRidge Property pursuant to the provisions of Section 8.06 of the Covenants.

D. **Maintenance Responsibilities of Owners of Lots or Dwellings within the ClubRidge Property.** Unless specifically identified herein or in the Covenants as being the responsibility of the Master Association or the Old Overton Association, the maintenance and repair of all Lots, Dwellings, all other Improvements, and all lawns, landscaping or grounds on or within a Lot or Dwelling within the ClubRidge Property shall be the responsibility of the Old Overton Owners of Lots or Dwellings within the ClubRidge Property as set forth in Article VII of the Covenants. Each Old Overton Owner of a Lot or Dwelling within the ClubRidge Property shall be responsible for maintaining his, her or its Lot or Dwelling within the ClubRidge Property, as the case may be, in a neat, clean and sanitary condition, both inside and outside of any Dwellings within the ClubRidge Property or Improvements thereto. Such responsibilities shall include, without limitation, maintaining at all times appropriate paint and stain finishes on all Dwellings within the ClubRidge Property and other Improvements and replacing trim and roofing shingles when the same become worn or would be replaced by a prudent Old Overton Owner of a Lot or Dwelling within the ClubRidge Property or at such time as any such maintenance is required as determined by the Developer and/or the Master Association. Except as specifically amended hereby, each Old Overton Owner of a Lot or Dwelling within the ClubRidge Property and his respective Lot or Dwelling within the

ClubRidge Property shall be subject to all covenants, conditions, restrictions, easements, charges and liens set forth in Article VII of the Covenants.

E. **Release.** By acceptance of a deed to a Lot or Dwelling within the ClubRidge Property, each Owner and Occupant of a Lot or Dwelling within the ClubRidge Property releases and forever discharges the Developer, the Master Association, the Old Overton Association, and each of their respective successors, assigns, agents and employees from any and all liability to any Old Overton Owner or Occupant of a Lot or Dwelling within ClubRidge Property or any other party for or on account of any bodily injury or property damage of any nature whatsoever arising out of or related to the landscaping, maintenance and irrigation activities of the Developer and/or the Master Association and its successors, assigns, agents and employees set forth in this Section 7.

8. For purposes of the Assessments set forth in Sections 8.03, 8.04 and 8.05 of the Covenants, the term "Common Expenses" shall not include the ClubRidge Amenities Expenses. In addition to the Assessments set forth in the Covenants, the following shall be assessed against the Old Overton Owners of Lots or Dwellings within the ClubRidge Property and their respective Lots and Dwellings within the ClubRidge Property in the following manner:

A. **Annual Assessments.** The ClubRidge Amenities Expenses shall be annually assessed, at a uniform pro rata rate, against the Old Overton Owners of Lots or Dwellings within the ClubRidge Property and their respective Lots and Dwellings within the ClubRidge Property. The annual Assessments to fund the ClubRidge Amenities Expenses provided for herein associated with the base level of maintenance and operation of the initial ClubRidge Amenities as established in Section 4 of this Restated Amendment shall be adopted annually by the Master Association Board, with cooperation from the Old Overton Association, as part of the annual budget of the Master Association provided for in Section 8.04 of the Covenants, and shall cover the estimated ClubRidge Amenities Expenses for the upcoming year. The amount of the ClubRidge Amenities Expenses set forth in the annual budget of the Master Association shall constitute the aggregate amount of annual Assessments for the ClubRidge Amenities for the then applicable year and each Old Overton Owner of a Lot or Dwelling within the ClubRidge Property shall pay his or her pro rata share of the same as provided in this Section.

B. **Special Assessments.** In addition to the annual Assessments provided in this Section 8, the Old Overton Board, subject to the prior written approval of the Master Association, may levy in any year special Assessments to fund any improvement and/or increase of the ClubRidge Amenities and the ClubRidge Amenities Expenses approved by the Old Overton Owners of Lots or Dwellings within the ClubRidge Property, subject, however, to the approval of a majority of the votes of the Old Overton Owners of Lots or Dwellings within

the ClubRidge Property who are voting in person or by proxy at a special meeting called for the purpose of adopting said special Assessments.

C. **Levy and Collection.** The annual and special Assessments levied herein shall be enforced and collected in accordance with the terms and provisions of the Covenants.

D. **Acknowledgements of Old Overton Owners within ClubRidge Property.** By acceptance of a deed to a Lot or Dwelling within the ClubRidge Property, each Old Overton Owner of a Lot or Dwelling within the ClubRidge Property acknowledges and agrees:

(i) the Old Overton Owners of Lots or Dwellings within the ClubRidge Property shall have no right to vote upon nor approve the amount of the ClubRidge Amenities Expenses associated with the base level of maintenance and operation of the initial ClubRidge Amenities as established by the Developer or the Master Association Board to preserve the aesthetic quality of the ClubRidge Amenities in a manner consistent with the quality generally established within the Old Overton Communities at Liberty Park and as set forth in the annual budget adopted annually by the Master Association Board and funded by the annual Assessments provided for in this Section 8;

(ii) the Old Overton Owners of Lots or Dwellings within the ClubRidge Property shall have the right to vote upon and approve the amount of the ClubRidge Amenities Expenses funded by the special Assessments provided for in this Section 8; and

(iii) the annual and special Assessments provided in this Section 8 of this Restated Amendment are in addition to, and not in lieu of, the Common Expenses levied pursuant to Sections 8.03, 8.04 and 8.05 of the Covenants.

9. This Restated Amendment supersedes Amendment No. 4 to the Covenants, which is recorded as Instrument Number 9502/0631 in the Probate Office, but differs in no material respect from said Amendment No. 4, except for including certain Additional Property not described in said Amendment No. 4, and all Property heretofore made subject to said Amendment No. 4 remains subject to the provisions of same as set forth in this Restated Amendment.

10. Except as herein specifically amended, the Covenants and the amendments thereto shall remain unchanged and in full force and effect.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, Developer has caused this Restated Amendment to be executed as of the date first above written.

LIBERTY PARK JOINT VENTURE,
an Alabama general partnership

BY: **DRUMMOND COMPANY, INC.,**
an Alabama Corporation,
Its: General Partner

BY: _____
Ronald O. Durham
Its: Senior Vice President

BY: **TORCHMARK DEVELOPMENT CORPORATION,**
an Alabama Corporation,
Its: General Partner

BY: _____
Mark D. Elgin
Its: Executive Vice President

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ronald O. Durham, whose name as Senior Vice President of Drummond Company, Inc., an Alabama corporation, in its capacity as general partner of **LIBERTY PARK JOINT VENTURE**, an Alabama general partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me 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, acting in its capacity as general partner of said general partnership, for and as the act of said partnership.

Given under my hand and official seal this 4th day of December, 1996.

_____
Notary Public
My commission expires: 4-15-97

(Notarial Seal)

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark D. Elgin, whose name as Executive Vice President of Torchmark Development Corporation, an Alabama corporation, in its capacity as general partner of **LIBERTY PARK JOINT VENTURE**, an Alabama general partnership, 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, acting in its capacity as general partner of said general partnership, for and as the act of said partnership.

Given under my hand and official seal this the 4th day of December, 1996.

Notary Public

(Notarial Seal)

My commission expires: 4-15-97

EXHIBIT "A"

LEGAL DESCRIPTION

All real property included in the survey of ClubRidge, as recorded in Map Book 180, Page 4, in the Probate Office of Jefferson County, Alabama.

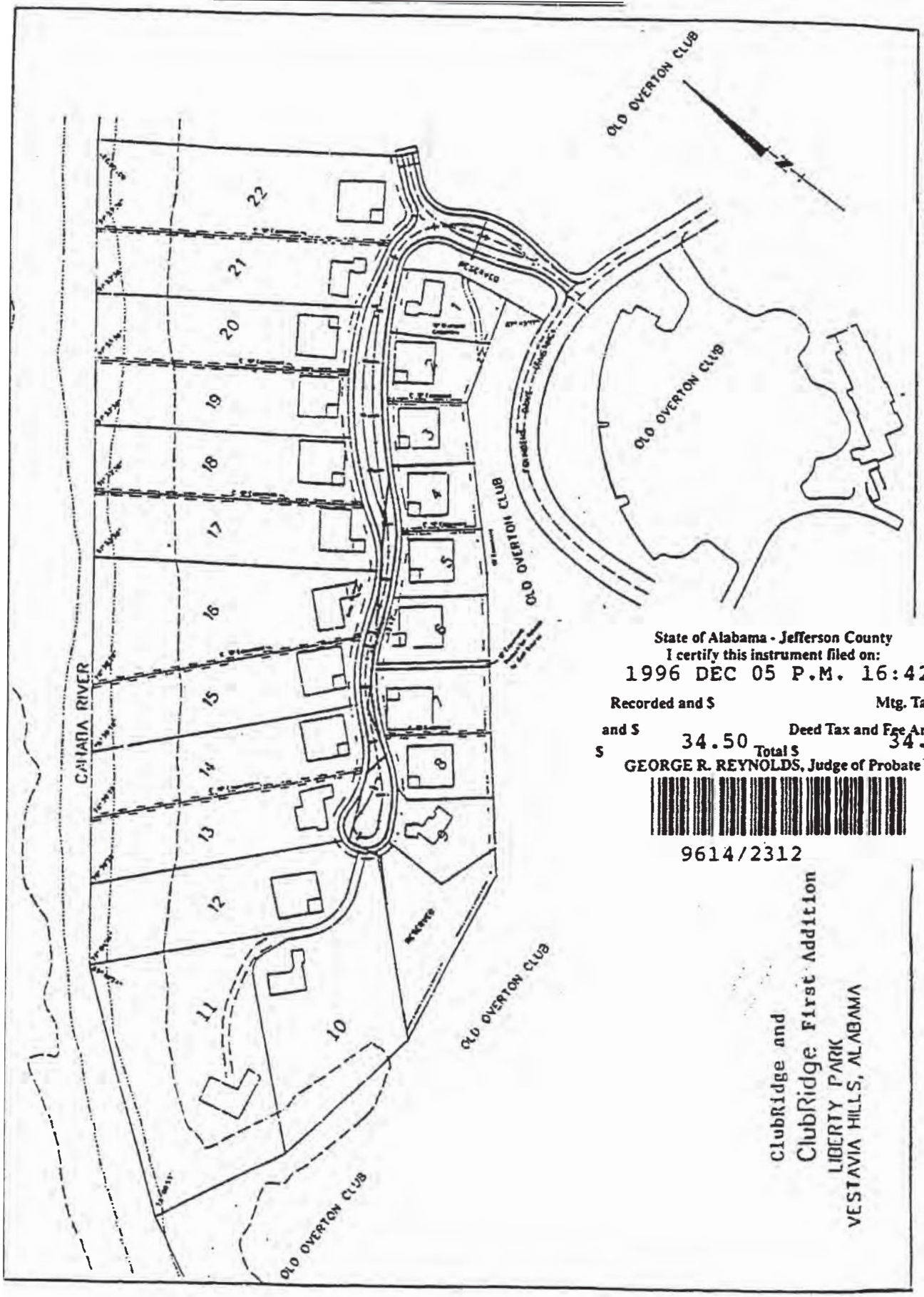
EXHIBIT "B"

LEGAL DESCRIPTION

All that real property included within the Survey of ClubRidge - First Addition, as recorded in Map Book 185, Page 49, in the Probate Office of Jefferson County, Alabama.

EXHIBIT "C"

SUPPLEMENTAL ARCHITECTURAL STANDARDS



State of Alabama - Jefferson County
I certify this instrument filed on:
1996 DEC 05 P.M. 16:42

Recorded and $ 34.50 Mtg. Tax
and $ Deed Tax and Fee Amt. $
Total $ 34.50
GEORGE R. REYNOLDS, Judge of Probate

9614/2312

ClubRidge and
ClubRidge First Addition
LIBERTY PARK
VESTAVIA HILLS, ALABAMA

AMENDED AND RESTATED AMENDMENT NO. 5 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED AND RESTATED AMENDMENT NO. 5 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment"), is made as of the 22nd day of June, 1995, by LIBERTY PARK JOINT VENTURE, an Alabama general partnership ("Developer"), comprised of TORCHMARK DEVELOPMENT CORPORATION, an Alabama corporation, and DRUMMOND COMPANY, INC., an Alabama corporation. Capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Covenants, as defined below.

RECITALS:

A. As of October 7, 1993, Developer made and entered into the Old Overton Ridge Covenants, Conditions and Restrictions (the "Covenants"), which Covenants were filed for record on October 14, 1993, and recorded in Instrument No. 9313/8012, in the Probate Office of Jefferson County, Alabama (the "Probate Office"), affecting certain real property more particularly described in the Covenants.

B. Subsequently, Developer amended the Covenants to, among other things, include additional real property within the terms, covenants and conditions, of the Covenants and rename the Covenants the "Old Overton Communities Covenants, Conditions and Restrictions," by filing in the Probate Office the following: Amendment No. 1 to the Covenants as of February 14, 1994, which is recorded under Instrument Number 9403/4047; Amendment No. 2 to the Covenants, on August 3, 1994, which is recorded under Instrument Number 9409/8837; Amendment No. 3 to the Covenants, on August 29, 1994, which is recorded under Instrument Number 9410/6200; and Amendment No. 4 to the Covenants as of January 26, 1995, which is recorded under Instrument Number 9502/0631; and Amendment No. 5 to the Covenants as of February 16, 1995, which is recorded under Instrument Number 9502/6882 ("Amendment No. 5").

C. Developer desires to amend and restate Amendment No. 5, as hereinafter provided, to provide for, among other things, the maintenance rights and obligations with respect to certain portions of the low pressure sewer system as set forth in this Amendment.

NOW, THEREFORE, Developer hereby amends the Covenants as follows:

1. Pursuant to Section 10.02 of the Covenants, Developer hereby amends the Covenants, as amended, as set forth in this Amendment and proclaims that the amendments set forth herein do not materially and adversely alter or change any Owner's rights to the use and enjoyment of his or her Lot or Dwelling, materially and adversely affect the title to any Lot or Dwelling, or materially and adversely affect the title and interest of any Institutional Mortgagee,

and that the Property is and shall be subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Covenants and any previous amendments thereto to the extent not amended and modified by this Amendment, and further subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Amendment, all of which shall be binding on all parties having or acquiring any right, title or interest in, and shall inure to the benefit of each and every Owner of the Property and any Lot or Dwelling and Common Area thereof.

2. Section 7.02 of the Covenants is hereby amended by adding thereto Section 7.02(c) to read as follows:

> (c) Except as may be otherwise provided herein, the Association may in the sole discretion of the Board, but shall not be obligated to, maintain, replace and keep in good repair any portion of any low pressure sewer system situated on, within or under any Lot or Dwelling whether owned by an Owner of such Lot or Dwelling or otherwise, which may be necessary or appropriate in connection with providing waste water treatment services to any such Lot or Dwelling and which is not maintained by a public authority, public service district, or public or private utility. In the event the Association elects to maintain, replace or repair any portion of said low pressure sewer system situated on, within or under any Lot or Dwelling in accordance with this Section 7.02(c), said expenses incurred by or on behalf of the Association in connection therewith shall be specially assessed in accordance with Section 8.06 of the Covenants.

3. Section 8.06 of the Covenants is hereby amended and restated in its entirety to read as follows:

> 8.06 **Individual Assessments.** Any expenses of the Master Association or the Association which, in the opinion of the Association, is occasioned either (a) by the conduct of less than all of the Owners or (b) by an Owner or Occupant, (c) by the respective family members, agents, guest, servants, employees, invitees or contractors of any Owner or Occupant, (d) by the topography, geography or landscaping of less than all of the Lots or Dwellings, including, but not limited to, any expenses in connection with any low pressure sewer system necessary or appropriate in connection with providing waste water treatment services to any Lot or Dwelling, or (e) by any other circumstance unique to a Lot or Dwelling, shall be specially assessed against such Owners and their respective Lots or Dwellings. The individual Assessments provided for in this Section 8.06 shall be levied by the Board and the amount and due date of such Assessment shall be specified by the Board in a notice to such Owner or in the annual budget adopted annually by the Master Association pursuant to Section 8.04(a) of the Covenants, as determined by the Board. The provisions of this Section 8.06 shall apply, without limitation, to any individual Assessments levied pursuant to Sections 5.13, 6.22, 6.23(a), 6.31, 6.37, 7.02(b), 7.02(c), and 11.01 hereof.

4. Section 5.11 of the Covenants is hereby amended and restated in its entirety to read as follows:

5.11 **Commencement and Completion of Construction.** With respect to each Lot, construction of the Dwelling shall be commenced within five (5) years from the date of purchase of such Lot from Developer. Upon commencement of construction of a Dwelling, construction work thereon shall be prosecuted diligently and continuously and shall be completed within one (1) year of the commencement date of said construction, such completion to be evidenced by a certificate of occupancy issued by the appropriate Governmental Authorities. In addition to all other rights and remedies for breach of these Covenants, in the event the Owner of any Lot shall fail to commence construction of a Dwelling within five (5) years from the date of purchase of such Lot from Developer, then Developer shall have the option, but not the obligation, to repurchase the Lot for an amount equal to the purchase price paid to Developer for the Lot, without interest.

5. Section 6.03 of the Covenants is hereby amended and restated in its entirety to read as follows:

6.03 **Underground Utilities and Sanitary Sewer System.**

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

b. Each Owner shall either (i) connect such Owner's Lot and Dwelling to any sanitary sewer system serving the Property, subject to the established sewer connection fee and ongoing monthly service fees, or (ii) install and utilize an on-site waste disposal system (e.g., septic tank or aerobic system) on such Lot, provided such on-site waste disposal system is approved by all applicable Governmental Authorities. **Developer neither represents nor warrants that the applicable Governmental Authorities will approve any such on-site waste disposal system.**

6. Amendment No. 5 is hereby superseded and shall be null and void and of no further effect.

7. Except as herein specifically amended, the Covenants and any previous amendments thereto, other than Amendment No. 5, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed as of the date first above written.

LIBERTY PARK JOINT VENTURE,
an Alabama general partnership

BY: **DRUMMOND COMPANY, INC.,**
an Alabama Corporation,
Its: General Partner

BY: _____
Ronald O. Durham
Its: Senior Vice President

BY: **TORCHMARK DEVELOPMENT CORPORATION,**
an Alabama Corporation,
Its: General Partner

BY: _____
Mark D. Elgin
Its: Executive Vice President

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ronald O. Durham, whose name as Senior Vice President of Drummond Company, Inc., an Alabama corporation, in its capacity as general partner of **LIBERTY PARK JOINT VENTURE**, an Alabama general partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me 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, acting in its capacity as general partner of said general partnership, for and as the act of said partnership.

Given under my hand and official seal this 22 day of June, 1995.

_____
Notary Public
My commission expires: 4-15-97

(Notarial Seal)

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark D. Elgin, whose name as Executive Vice President of Torchmark Development Corporation, an Alabama corporation, in its capacity as general partner of **LIBERTY PARK JOINT VENTURE**, an Alabama general partnership, 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, acting in its capacity as general partner of said general partnership, for and as the act of said partnership.

Given under my hand and official seal this the 22 day of June, 1995.

Notary Public
My commission expires: 4-15-97

(Notarial Seal)

THIS INSTRUMENT PREPARED BY:
Nancy D. Lightsey, Esquire
Lange, Simpson, Robinson & Somerville
417 20th Street North Suite 1700
Birmingham, Alabama 35203

State of Alabama - Jefferson County
I certify this instrument filed on:
1995 JUN 29 A.M. 08:38
Recorded and $ 14.50 Mtg. Tax
and $ Deed Tax and Fee Amt.
$ Total $ 14.50
GEORGE R. REYNOLDS, Judge of Probate
9507/2677

THIS INSTRUMENT PREPARED BY:
William M. Phillips, Jr., Esq.
Lange, Simpson, Robinson & Somerville
1700 First Alabama Bank Building
Birmingham, Alabama 35203

9603/6396

AMENDED AND RESTATED AMENDMENT NO. 6 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED AND RESTATED AMENDMENT NO. 6 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS ("Restated Amendment") is made as of the 22nd day of February, 1996, by LIBERTY PARK JOINT VENTURE, an Alabama general partnership ("Developer"), comprised of TORCHMARK DEVELOPMENT CORPORATION, an Alabama corporation, and DRUMMOND COMPANY, INC., an Alabama corporation. Capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Covenants, as defined below.

RECITALS:

A. As of October 7, 1993, Developer made and entered into the Old Overton Ridge Covenants, Conditions and Restrictions ("Covenants"), which Covenants were filed for record on October 14, 1993, and recorded as Instrument No. 9313/8012, in the Probate Office of Jefferson County, Alabama ("Probate Office"), affecting certain real property more particularly described in the Covenants.

B. Subsequently, Developer amended the Covenants to, among other things, include additional real property within the terms, covenants, and conditions of the Covenants and rename the Covenants the "Old Overton Communities Covenants, Conditions and Restrictions" by filing in the Probate Office the following: Amendment No. 1 to the Covenants as of February 14, 1994, which is recorded as Instrument Number 9403/4047 in the Probate Office; Amendment No. 2 to the Covenants as of August 3, 1994, which is recorded as Instrument Number 9409/8837 in the Probate Office; Amendment No. 3 to the Covenants as of August 29, 1994, which is recorded as Instrument Number 9410/6200 in the Probate Office; Amendment No. 4 to the Covenants as of January 26, 1995, which is recorded as Instrument Number 9502/0631 in the Probate Office; Amendment No. 5 to the Covenants as of February 16, 1995, which is recorded as Instrument Number 9502/6882 in the Probate Office; Amended and Restated Amendment No. 5 to the Covenants as of June 22, 1995, which is recorded as Instrument Number 9507/2677 in the Probate Office; and Amendment No. 6 to the Covenants as of August 28, 1995, which is recorded as Instrument Number 9509/9754 in the Probate Office.

C. Developer desires to amend and restate Amendment No. 6 to the Covenants solely for the purpose of submitting certain Additional Property to the provisions of the Covenants and said Amendment No. 6.

NOW, THEREFORE. Developer hereby amends and restates Amendment No. 6 to the Covenants as follows:

1. Pursuant to Section 2.02 of the Covenants, Developer desires to own, develop, improve, lease and sell Additional Property (hereinafter "Tartan Glen Property") particularly described in Exhibit "A" and Exhibit "B," attached hereto and incorporated herein by reference, which Tartan Glen Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Covenants, as such are amended and modified by this Restated Amendment, and further subject to the additional covenants, restrictions easements, charges, and liens set forth in this Restated Amendment, all of which shall be binding on all parties having or acquiring any right, title or interest in, and shall inure to the benefit of each and every owner of the Tartan Glen Property. Except as expressly provided herein, and unless the context otherwise requires, as used throughout the Covenants, the terms "Additional Property" and "Property" shall include the Tartan Glen Property.

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

A. **Tartan Glen Amenities.** The term "Tartan Glen Amenities" shall mean and refer to those portions of the Common Areas in or within the Tartan Glen Property which are designated by the Master Association Board or the Developer from time to time as for the exclusive, common use and enjoyment of the Old Overton Owners and Occupants of Lots or Dwellings within the Tartan Glen Property and the Developer, its successors and assigns. No Old Overton Owner or Occupant other than Old Overton Owners and Occupants of Lots or Dwellings within the Tartan Glen Property shall have any rights of use and enjoyment of the Tartan Glen Amenities or any other rights, licenses or benefits therein. The Tartan Glen Amenities shall include, without limitation, that portion, if any, of the Master Association's low pressure sewer system serving the Tartan Glen Property, all limited access facilities providing ingress to and egress from any portion of the Tartan Glen Property (other than any such areas located solely within the boundary lines of any Lot or Dwelling within the Tartan Glen Property), all parks, nature trails, recreational facilities and areas located within the Tartan Glen Property, and any other areas or Improvements on or within the Tartan Glen Property which are designated as Tartan Glen Amenities by Developer or the Master Association Board from time to time. The designation of any land and/or Improvements as Tartan Glen Amenities shall not mean or imply that the public at large or Old Overton Owners and Occupants of Lots or Dwellings located outside the Tartan Glen Property acquires any easement of use or enjoyment thereof or any other rights, licenses or benefits therein. Except as expressly provided herein, and unless the context otherwise requires, as used

throughout the Covenants, the term "Common Areas" shall include the Tartan Glen Amenities.

B. **Tartan Glen Amenities Expenses.** The term "Tartan Glen Amenities Expenses" shall mean and refer to all expenditures related solely to the Tartan Glen Amenities, as determined by the Old Overton Board in its sole discretion, made or incurred by or on behalf of the Old Overton Association or the Master Association for which only Old Overton Owners of Lots and Dwellings within the Tartan Glen Property shall be assessed pursuant to the terms and conditions of this Restated Amendment. Except as expressly provided herein and unless the context otherwise requires, as used throughout the Covenants, the term "Common Expenses" shall include Tartan Glen Amenities Expenses.

C. **Old Overton Association.** The term "Old Overton Association" shall mean and refer to the Old Overton Single-Family Residential Property Association, Inc. As used in this Restated Amendment, "Old Overton Association" shall have the same meaning as the term "Association" in the Covenants.

D. **Old Overton Board.** The term "Old Overton Board" shall mean and refer to the board of directors of Old Overton Association. As used in this Restated Amendment, "Old Overton Board" shall have the same meaning as the term "Board" in the Covenants.

E. **Old Overton Owners.** The term "Old Overton Owners" shall mean and refer to the owners of Lots or Dwellings within the Property who are members of the Old Overton Association. As used in this Restated Amendment, "Old Overton Owners" shall have the same meaning as the term "Owners" in the Covenants.

3. Notwithstanding anything to the contrary contained in Section 3.03(d) of the Covenants and subject to the terms and provisions of the Covenants and the rules, regulations, fees and charges from time to time established by the Developer or the Master Association or as otherwise established pursuant to this Restated Amendment, each Old Overton Owner and Occupant of Lots or Dwellings within the Tartan Glen Property shall have the exclusive right, privilege and easement for access to and the use and enjoyment of the limited access facilities, recreational areas, facilities and amenities within the Tartan Glen Property now or hereafter designated as Tartan Glen Amenities pursuant to the provisions of this Restated Amendment. No Old Overton Owners or Occupants other than the Old Overton Owners and Occupants of Lots or Dwellings within the Tartan Glen Property shall have any right, privilege or easement of access to and use and enjoyment of the Tartan Glen Amenities established hereby. The easement and rights granted herein are and shall be permanent and perpetual, are appurtenant to and shall pass and run with title to each Lot and Dwelling within the Tartan Glen Property.

4. Notwithstanding anything to the contrary in Section 4.03 and Section 8.08 of the Covenants, Old Overton Owners of Lots or Dwellings within the Tartan Glen Property shall have the sole and exclusive right to vote to improve and/or increase the Tartan Glen Amenities, and the Tartan Glen Amenities Expenses associated therewith, which are above and/or beyond the base level of maintenance and operation of the initial Tartan Glen Amenities as established by the Developer or the Master Association and that will preserve the aesthetic quality of the Tartan Glen Amenities and maintain the Tartan Glen Amenities in a manner consistent with the quality generally established within the Old Overton Communities at Liberty Park, subject, however, to the approval of the Old Overton Board, in the following manner:

A. **Voting Requirements.** At such time as a quorum consisting of over fifty percent (50%) of all the votes of the Old Overton Owners of Lots or Dwellings within the Tartan Glen Property is obtained, the vote of a majority of the Old Overton Owners of Lots or Dwellings within the Tartan Glen Property who are voting in person or by proxy at any annual meeting of the Old Overton Owners shall be required to approve any such improvement to and/or increase of the Tartan Glen Amenities, and the Tartan Glen Amenities Expenses associated therewith, which are above the base level of maintenance and operation of the initial Tartan Glen Amenities as approved by the Developer or the Master Association in accordance with the criteria set forth above and otherwise pursuant to the provisions of this Section 4. With respect to any special meeting of the Old Overton Association, there shall be no specific requirement establishing a quorum and the vote of a majority of the Old Overton Owners of Lots or Dwellings within the Tartan Glen Property who are voting in person or by proxy at any such special meeting shall be binding on all of the Old Overton Owners of Lots or Dwellings within the Tartan Glen Property.

B. **Levy and Collection of Increased Expenses.** The amount by which the Tartan Glen Amenities Expenses are increased pursuant to the majority vote of the Old Overton Owners of Lots or Dwellings within the Tartan Glen Property as set forth in this Section 4 shall be specially levied and collected by the Old Overton Board pursuant to the provisions of Section 7 of this Restated Amendment.

C. **No Right to Vote on Tartan Glen Amenities and Annually Assessed Tartan Glen Amenities Expenses.** Notwithstanding anything to the contrary in this Section 4, no Old Overton Owner of a Lot or Dwelling within the Tartan Glen Property shall have the right to vote upon, nor approve of, the initial Tartan Glen Amenities designated by Developer or the Master Association Board and the Tartan Glen Amenities Expenses associated with the base level of maintenance and operation of the initial Tartan Glen Amenities as approved by the Developer or the Master Association Board to generally meet the criteria set forth above, as such expenses are annually assessed against the Old Overton Owners

and their respective Lots and Dwellings within the Tartan Glen Property pursuant to the provisions of Section 7 of this Restated Amendment.

5. Notwithstanding anything to the contrary contained in Section 4.07 of the Covenants, and subject to the prior written approval of the Master Association Board which may be withheld in the sole discretion of the Master Association Board, the Old Overton Board may establish and enforce additional rules and regulations, or modify existing rules and regulations, governing the use of the Tartan Glen Amenities. Each such rule and regulation shall be binding upon all Old Overton Owners and Occupants of Lots and Dwelling within the Tartan Glen Property until and unless any such rule or regulation is specifically overruled, canceled or modified by the Old Overton Board or by the majority vote of the total votes of the Old Overton Owners of Lots or Dwellings within the Tartan Glen Property at any regular or special meeting of the Old Overton Association; provided, however, that no such rule or regulation may be overruled, canceled or modified unless such action is also approved by Developer for so long as Developer owns any portion of the Old Overton Property or until such earlier date as Developer elects in Developer's sole discretion, to relinquish such right.

6. In addition to the ARC's authority set forth in Section 5.04 of the Covenants, the ARC shall have the power and authority to promulgate and amend or modify from time to time written Supplemental Architectural Standards in connection with the development of the Tartan Glen Property which shall supersede, amend and/or replace all or any part of the provisions and requirements set forth in Articles V and VI of the Covenants, to the extent authorized by the ARC from time to time, in its sole discretion, and shall be binding upon and enforceable against all Old Overton Owners and Occupants of Lots or Dwellings within the Tartan Glen Property. The initial Supplemental Architectural Standards for the Tartan Glen Property are set forth on Exhibit "C", attached hereto and incorporated herein by reference.

7. For purposes of the Assessments set forth in Sections 8.03, 8.04 and 8.05 of the Covenants, the term "Common Expenses" shall not include the Tartan Glen Amenities Expenses. In addition to the Assessments set forth in the Covenants, the following shall be assessed against the Old Overton Owners of Lots or Dwellings within the Tartan Glen Property and their respective Lots and Dwellings within the Tartan Glen Property in the following manner:

A. **Annual Assessments.** The Tartan Glen Amenities Expenses shall be annually assessed, at a uniform pro rata rate, against the Old Overton Owners of Lots or Dwellings within the Tartan Glen Property and their respective Lots and Dwellings within the Tartan Glen Property. The annual Assessments to fund the Tartan Glen Amenities Expenses provided for herein associated with the base level of maintenance and operation of the initial Tartan Glen Amenities as established in Section 4 of this Restated Amendment shall be adopted annually by the Master Association Board, with cooperation from the Old Overton Association, as part of the annual budget of the Master Association provided for in Section 8.04 of the Covenants, and shall cover the estimated Tartan Glen Amenities Expenses for the upcoming year. The amount of the Tartan Glen

Amenities Expenses set forth in the annual budget of the Master Association shall constitute the aggregate amount of annual Assessments for the Tartan Glen Amenities for the then applicable year and each Old Overton Owner of a Lot or Dwelling within the Tartan Glen Property shall pay his or her pro rata share of the same as provided in this Section.

B. **Special Assessments.** In addition to the annual Assessments provided in this Section 7, the Old Overton Board, subject to the prior written approval of the Master Association, may levy in any year special Assessments to fund any improvement and/or increase of the Tartan Glen Amenities and the Tartan Glen Amenities Expenses approved by the Old Overton Owners of Lots or Dwellings within the Tartan Glen Property, subject, however, to the approval of a majority of the votes of the Old Overton Owners of Lots or Dwellings within the Tartan Glen Property who are voting in person or by proxy at a special meeting called for the purpose of adopting said special Assessments.

C. **Levy and Collection.** The annual and special Assessments levied herein shall be enforced and collected in accordance with the terms and provisions of the Covenants.

D. **Acknowledgements of Old Overton Owners within Tartan Glen Property.** By acceptance of a deed to a Lot or Dwelling within the Tartan Glen Property, each Old Overton Owner of a Lot or Dwelling within the Tartan Glen Property acknowledges and agrees:

(i) the Old Overton Owners of Lots or Dwellings within the Tartan Glen Property shall have no right to vote upon nor approve the amount of the Tartan Glen Amenities Expenses associated with the base level of maintenance and operation of the initial Tartan Glen Amenities as established by the Developer or the Master Association Board to preserve the aesthetic quality of the Tartan Glen Amenities in a manner consistent with the quality generally established within the Old Overton Communities at Liberty Park and as set forth in the annual budget adopted annually by the Master Association Board and funded by the annual Assessments provided for in this Section 7;

(ii) the Old Overton Owners of Lots or Dwellings within the Tartan Glen Property shall have the right to vote upon and approve the amount of the Tartan Glen Amenities Expenses funded by the special Assessments provided for in this Section 7; and

(iii) the annual and special Assessments provided in this Section 7 of this Restated Amendment are in addition to, and not in lieu of, the Common Expenses levied pursuant to Sections 8.03, 8.04 and 8.05 of the Covenants.

8. This Restated Amendment supersedes Amendment No. 6 to the Covenants, which is recorded as Instrument Number 9509/9754 in the Probate Office, but differs in no material respect from said Amendment No. 6, except for including certain Additional Property not described in said Amendment No. 6, and all Property heretofore made subject to said Amendment No. 6 remains subject to the provisions of same as set forth in this Restated Amendment.

9. Except as herein specifically amended, the Covenants and the amendments thereto shall remain unchanged and in full force and effect.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, Developer has caused this Restated Amendment to be executed as of the date first above written.

LIBERTY PARK JOINT VENTURE,
an Alabama general partnership

BY: **DRUMMOND COMPANY, INC.,**
an Alabama Corporation,
Its: General Partner

BY: _____
Ronald O. Durham
Its: Senior Vice President

BY: **TORCHMARK DEVELOPMENT CORPORATION,**
an Alabama Corporation,
Its: General Partner

BY: _____
Mark D. Elgin
Its: Executive Vice President

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ronald O. Durham, whose name as Senior Vice President of Drummond Company, Inc., an Alabama corporation, in its capacity as general partner of **LIBERTY PARK JOINT VENTURE**, an Alabama general partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me 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, acting in its capacity as general partner of said general partnership, for and as the act of said partnership.

Given under my hand and official seal this 22 day of February, 1996.

_____
Notary Public
My commission expires: _____

NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES: Aug. 13, 1997.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

(Notarial Seal)

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark D. Elgin, whose name as Executive Vice President of Torchmark Development Corporation, an Alabama corporation, in its capacity as general partner of **LIBERTY PARK JOINT VENTURE**, an Alabama general partnership, 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, acting in its capacity as general partner of said general partnership, for and as the act of said partnership.

Given under my hand and official seal this the 22 day of February, 1996.

Robert C. McLean

Notary Public

(Notarial Seal)

My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE. MY COMMISSION EXPIRES: [illegible] 1997.

EXHIBIT "A"

LEGAL DESCRIPTION

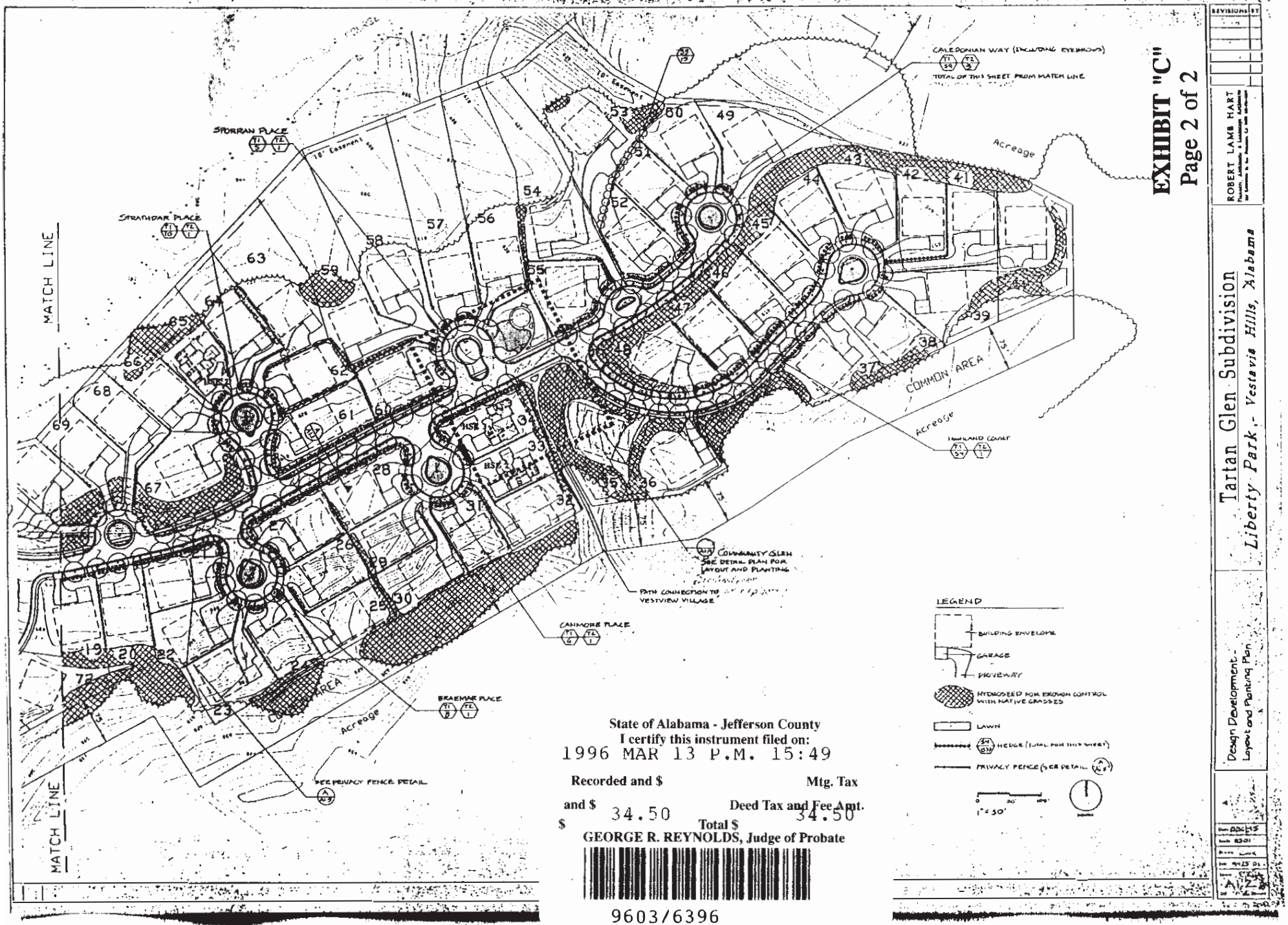
All real property included in the survey of Tartan Glen, as recorded in Map Book 182, Page 44, in the Probate Office of Jefferson County, Alabama.

EXHIBIT "B"

LEGAL DESCRIPTION

All that real property included within the Survey of Tartan Glen - First Addition as recorded in Map Book 184, Page 8, in the Probate Office of Jefferson County, Alabama.

LEGEND
BUILDING ENVELOPE
GARAGE
DRIVEWAY
HYDROSEED MIX #1
HYDROSEED FOR EROSION CONTROL WITH NATIVE GRASSES
LAWN
HEDGE (SEE PLAN THIS SHEET)
PRIVACY FENCE (SEE DETAIL)
PLANT LIST
TYPICAL STREETSCAPE SECTION
49'-0" R.O.W.
COMMON AREA
MATCH LINE
MATCH LINE
CARSE COURT
WILDFLOWER MEADOW
CALLOWHAM WAY
EXHIBIT "C"
Page 1 of 2
Design Development - Layout and Planting Plan
Tartan Glen Subdivision
Liberty Park - Vestavia Hills, Alabama
ROBERT LAMB HART



State of Alabama - Jefferson County
I certify this instrument filed on:
1996 MAR 13 P.M. 15:49

Recorded and $ Mtg. Tax

and $ 34.50 Deed Tax and Fee Amt.

$ Total $ 34.50

GEORGE R. REYNOLDS, Judge of Probate

9603/6396

THIS INSTRUMENT PREPARED BY:
William M. Phillips, Jr., Esq.
Lange, Simpson, Robinson & Somerville
1700 First Alabama Bank Building
Birmingham, Alabama 35203

9607/2353

AMENDMENT NO. 7 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT NO. 7 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS ("Amendment") is made as of the 20th day of February, 1996, by LIBERTY PARK JOINT VENTURE, an Alabama general partnership ("Developer"), comprised of Torchmark Development Corporation, an Alabama corporation, and Drummond Company, Inc., an Alabama corporation, MICHAEL DAVIS, SR. and MARGARET DAVIS (collectively, "Davis"), and WILLIAM HUGGINS ("Huggins"). Capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Covenants, as defined below.

RECITALS:

A. As of October 7, 1993, Developer made and entered into the Old Overton Ridge Covenants, Conditions and Restrictions ("Covenants"), which Covenants were filed for record on October 14, 1993, and recorded as Instrument No. 9313/8012, in the Probate Office of Jefferson County, Alabama ("Probate Office"), affecting certain real property more particularly described in the Covenants.

B. Subsequently, Developer amended the Covenants to, among other things, include additional real property within the terms, covenants, and conditions of the Covenants and rename the Covenants the "Old Overton Communities Covenants, Conditions and Restrictions" by filing in the Probate Office the following: Amendment No. 1 to the Covenants as of February 14, 1994, which is recorded as Instrument Number 9403/4047 in the Probate Office; Amendment No. 2 to the Covenants as of August 3, 1994, which is recorded as Instrument Number 9409/8837 in the Probate Office; Amendment No. 3 to the Covenants as of August 29, 1994, which is recorded as Instrument Number 9410/6200 in the Probate Office; Amendment No. 4 to the Covenants as of January 26, 1995, which is recorded as Instrument Number 9502/0631 in the Probate Office; Amendment No. 5 to the Covenants as of February 16, 1995, which is recorded as Instrument Number 9502/6882 in the Probate Office; Amended and Restated Amendment No. 5 to the Covenants as of June 22, 1995, which is recorded as Instrument Number 9507/2677 in the Probate Office; Amendment No. 6 to the Covenants as of August 28, 1995, which is recorded as Instrument Number 9509/9754 in the Probate Office; and Amended and Restated Amendment No. 6 to the Covenants as of February 22, 1996, which is recorded as Instrument Number 9603/6396 in the Probate Office.

C. Davis is the owner of the following described lot ("Lot 7A") located within the Property:

> Lot 7A, according to the Survey of Old Overton - Second Sector Resurvey #1, as recorded in Map Book 181, Page 45, in the Probate Office of Jefferson County, Alabama.

D. Huggins is the owner of the following described lot ("Lot 8") located within the Property:

> Lot 8, according to the Survey of Old Overton - Second Sector, as recorded in Map Book 179, Page 3, in the Probate Office of Jefferson County, Alabama.

E. Developer, Davis, and Huggins have joined in the execution and recordation of a plat which resurveys part of the Property, including Lot 7A and Lot 8, and incorporates certain Additional Property not previously made subject to the Covenants.

F. Developer desires to further amend the Covenants in order to make the said Additional Property subject to the Covenants, and Davis and Huggins desire to join in this Amendment to insure that their lots, as resurveyed, are subject to the Covenants.

NOW, THEREFORE, Developer hereby amends the Covenants as follows:

1. Pursuant to Section 2.02 of the Covenants, Developer desires to own, develop, improve, lease and sell certain Additional Property, which Additional Property is particularly described as follows:

> All that real property included within the Survey of Old Overton - Third Sector as recorded in Map Book 184, Page 26, in said Probate Office.

The said Additional Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Covenants, all of which shall be binding on all parties having or acquiring any right, title or interest in, and shall inure to the benefit of each and every owner of said Additional Property.

2. Except as herein specifically amended, the Covenants, and the aforesaid amendments thereto, shall remain unchanged and in full force and effect.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, Developer, Davis, and Huggins have caused this Amendment to be executed as of the date first above written.

LIBERTY PARK JOINT VENTURE,
an Alabama general partnership

BY: **DRUMMOND COMPANY, INC.,**
an Alabama Corporation,
Its: General Partner

BY: _____
Ronald O. Durham
Its: Senior Vice President

BY: **TORCHMARK DEVELOPMENT CORPORATION,**
an Alabama Corporation,
Its: General Partner

BY: _____
Mark D. Elgin
Its: Executive Vice President

_____
MICHAEL DAVIS, SR.

_____
MARGARET DAVIS

_____
WILLIAM HUGGINS

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ronald O. Durham, whose name as Senior Vice President of Drummond Company, Inc., an Alabama corporation, in its capacity as general partner of **LIBERTY PARK JOINT VENTURE**, an Alabama general partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me 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, acting in its capacity as general partner of said general partnership, for and as the act of said partnership.

Given under my hand and official seal this 25th day of March, 1996.

Notary Public

(Notarial Seal)

My commission expires: 1/14/99

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark D. Elgin, whose name as Executive Vice President of Torchmark Development Corporation, an Alabama corporation, in its capacity as general partner of **LIBERTY PARK JOINT VENTURE**, an Alabama general partnership, 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, acting in its capacity as general partner of said general partnership, for and as the act of said partnership.

Given under my hand and official seal this the 25 day of March, 1996.

Notary Public

(Notarial Seal)

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug. 13, 1997.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned Notary Public in and for said County in said State, hereby certify that Michael Davis, Sr., whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 25th day of March, 1996.

Notary Public

(Notarial Seal) My Commission Expires: 02/18/97

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned Notary Public in and for said County in said State, hereby certify that Margaret Davis, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 25th day of March, 1996.

Notary Public

(Notarial Seal) My Commission Expires: 02/18/97

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned Notary Public in and for said County in said State, hereby certify that William Huggins, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 25th day of March, 1996.

Notary Public

(Notarial Seal) My Commission Expires: 4/29/2000

Return to: William Phillips
Lange, Simpson, Robinson & Somerville
1700 First Alabama Bank Bldg.
B'ham. Al 35203

State of Alabama - Jefferson County
I certify this instrument filed on:
1996 JUN 11 P.M. 16:02

Recorded and $ Mtg. Tax

and $ Deed Tax and Fee Amt.

$ 14.50 Total $ 14.50

GEORGE R. REYNOLDS, Judge of Probate

9607/2353

THIS INSTRUMENT PREPARED BY:
William M. Phillips, Jr., Esq.
Lange, Simpson, Robinson & Somerville
1700 Regions Bank Building
Birmingham, Alabama 35203

9707/3324

AMENDED AND RESTATED AMENDMENT NO. 8 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED AND RESTATED AMENDMENT NO. 8 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS ("Restated Amendment") is made as of the 4th day of June, 1997, by LIBERTY PARK JOINT VENTURE, an Alabama general partnership ("Developer"). comprised of Torchmark Development Corporation, an Alabama corporation, and Drummond Company, Inc., an Alabama corporation. Capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Covenants, as defined below.

RECITALS:

A. As of October 7, 1993, Developer made and entered into the Old Overton Ridge Covenants, Conditions and Restrictions ("Covenants"), which Covenants were filed for record on October 14, 1993, and recorded as Instrument No. 9313/8012, in the Probate Office of Jefferson County, Alabama ("Probate Office"), affecting certain real property more particularly described in the Covenants.

B. Subsequently, Developer amended the Covenants to, among other things, include additional real property within the terms, covenants, and conditions of the Covenants and rename the Covenants the "Old Overton Communities Covenants, Conditions and Restrictions" by filing in the Probate Office the following: Amendment No. 1 to the Covenants as of February 14, 1994, which is recorded as Instrument Number 9403/4047 in the Probate Office; Amendment No. 2 to the Covenants as of August 3, 1994, which is recorded as Instrument Number 9409/8837 in the Probate Office; Amendment No. 3 to the Covenants as of August 29, 1994, which is recorded as Instrument Number 9410/6200 in the Probate Office; Amendment No. 4 to the Covenants as of January 26, 1995, which is recorded as Instrument Number 9502/0631 in the Probate Office; Amended and Restated Amendment No. 4 to the Covenants as of December 4, 1996, which is recorded as Instrument Number 9614/2312 in the Probate Office; Amendment No. 5 to the Covenants as of February 16. 1995, which is recorded as Instrument Number 9502/6882 in the Probate Office; Amended and Restated Amendment No. 5 to the Covenants as of June 22, 1995, which is recorded as Instrument Number 9507/2677 in the Probate Office; Amendment No. 6 to the Covenants as of August 28, 1995, which is recorded as Instrument Number 9509/9754 in the Probate Office; Amended and Restated Amendment No. 6 to the Covenants as of February 22, 1996, which is recorded as Instrument Number 9603/6396 in the Probate Office; Amendment No. 7 to the Covenants as of February 20, 1996, which is recorded as Instrument Number 9607/2353 in the Probate Office; Amendment No. 8 to the Covenants as of July 22, 1996, which is recorded as Instrument Number 9613/1549 in the

Probate Office; and Amendment No. 9 to the Covenants as of November 22, 1996, which is recorded as Instrument Number 9316/8101 in the Probate Office.

C. Developer desires to amend and restate Amendment No. 8 to the Covenants solely for the purpose of submitting certain Additional Property to the provisions of the Covenants and removing certain property from the applicability of the Covenants to the extent that such real property has been eliminated from certain Lots as a result of resurveying.

NOW, THEREFORE, Developer hereby amends and restates Amendment No. 8 to the Covenants as follows:

1. Pursuant to Section 2.02 of the Covenants, Developer desires to own, develop, improve, lease and sell certain Additional Property, which Additional Property is particularly described as follows:

> All that real property included within the Survey of Old Overton - Fourth Sector as recorded in Map Book 185, Page 62, in the Probate Office.

and

> All that real property included within the Kings Mountain Road Survey as recorded in Map Book 188, Page 84 in the Probate Office, being a resurvey of Lots 4-7 and 16-19, Old Overton - Fourth Sector, Map Book 185, Page 62, and Lot 20-A of a Resurvey of Lots 1, 3, and 20 Old Overton - Fourth Sector, Map Book 187, Page 44.

The said Additional Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Covenants, as heretofore and hereby amended, all of which shall be binding on all parties having or acquiring any right, title or interest in, and shall inure to the benefit of each and every owner of said Additional Property.

2. This Restated Amendment supersedes Amendment No. 8 to the Covenants, which is recorded as Instrument Number 9613/1549 in the Probate Office, but differs in no material respect from said Amendment No. 8, except for including certain Additional Property not described in said Amendment No. 8, and all real property heretofore made subject to said Amendment No. 8 remains subject to the provisions of same as set forth in this Restated Amendment, except those portions of the real property described in said Amendment No. 8 which have been eliminated from certain Lots as a result of resurveying

3. Except as herein specifically amended, the Covenants and the amendments thereto shall remain unchanged and in full force and effect.

INTENTIONALLY LEFT BLANK. SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, Developer has caused this Restated Amendment to be executed as of the date first above written.

LIBERTY PARK JOINT VENTURE,
an Alabama general partnership

BY: **DRUMMOND COMPANY, INC.,**
an Alabama Corporation,
Its: General Partner

BY: _____
Ronald O. Durham
Its: Senior Vice President

BY: **TORCHMARK DEVELOPMENT CORPORATION,**
an Alabama Corporation,
Its: General Partner

BY: _____
Mark D. Elgin
Its: Executive Vice President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ronald O. Durham, whose name as Senior Vice President of Drummond Company, Inc., an Alabama corporation, in its capacity as general partner of **LIBERTY PARK JOINT VENTURE**, an Alabama general partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me 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, acting in its capacity as general partner of said general partnership, for and as the act of said partnership.

Given under my hand and official seal this 9th day of June, 1997.

Alison H Yeackle
Notary Public
My commission expires: 4-15-01

(Notarial Seal)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark D. Elgin, whose name as Executive Vice President of Torchmark Development Corporation, an Alabama corporation, in its capacity as general partner of **LIBERTY PARK JOINT VENTURE**, an Alabama general partnership, 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, acting in its capacity as general partner of said general partnership, for and as the act of said partnership.

Given under my hand and official seal this the 10th day of June, 1997.

Angela N Hoyle
Notary Public
My commission expires: 3-6-2000

(Notarial Seal)

State of Alabama - Jefferson County
I certify this instrument filed on:

1997 JUN 18 A.M. 11:42

Recorded and $ Mtg. Tax

and $ Deed Tax and Fee Amt.

$ 12.00 Total $ 12.00

GEORGE R. REYNOLDS, Judge of Probate

9707/3324

THIS INSTRUMENT PREPARED BY:
Kathryn S. Carver, Esq.
Lange, Simpson, Robinson & Somerville
417 North 20th Street, Suite 1700
Birmingham, Alabama 35203

9613/8101

AMENDMENT NO. 9 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT NO. 9 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS ("Amendment") is made as of the 22nd day of November, 1996, by LIBERTY PARK JOINT VENTURE, an Alabama general partnership ("Developer"), comprised of Torchmark Development Corporation, an Alabama corporation, and Drummond Company, Inc., an Alabama corporation. Capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Covenants, as defined below.

RECITALS:

A. As of October 7, 1993, Developer made and entered into the Old Overton Ridge Covenants, Conditions and Restrictions ("Covenants"), which Covenants were filed for record on October 14, 1993, and recorded as Instrument No. 9313/8012, in the Probate Office of Jefferson County, Alabama ("Probate Office"), affecting certain real property more particularly described in the Covenants.

B. Subsequently, Developer amended the Covenants to, among other things, include additional real property within the terms, covenants, and conditions of the Covenants and rename the Covenants the "Old Overton Communities Covenants, Conditions and Restrictions" by filing in the Probate Office the following: Amendment No. 1 to the Covenants as of February 14, 1994, which is recorded as Instrument Number 9403/4047 in the Probate Office; Amendment No. 2 to the Covenants as of August 3, 1994, which is recorded as Instrument Number 9409/8837 in the Probate Office; Amendment No. 3 to the Covenants as of August 29, 1994, which is recorded as Instrument Number 9410/6200 in the Probate Office; Amendment No. 4 to the Covenants as of January 26, 1995, which is recorded as Instrument Number 9502/0631 in the Probate Office; Amendment No. 5 to the Covenants as of February 16, 1995, which is recorded as Instrument Number 9502/6882 in the Probate Office; Amended and Restated Amendment No. 5 to the Covenants as of June 22, 1995, which is recorded as Instrument Number 9507/2677 in the Probate Office; Amendment No. 6 to the Covenants as of August 28, 1995, which is recorded as Instrument Number 9509/9754 in the Probate Office; Amended and Restated Amendment No. 6 to the Covenants as of February 22, 1996, which is recorded as Instrument Number 9603/6396 in the Probate Office; Amendment No. 7 to the Covenants as of February 20, 1996, which is recorded as Instrument Number 9607/2353 in the Probate Office; and Amendment No. 8 to the Covenants as of November 22, 1996, which is recorded as Instrument Number 9613/1549, in the Probate Office.

RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

C. Developer desires to further amend the Covenants.

NOW, THEREFORE, Developer hereby amends the Covenants as follows:

1. Pursuant to Section 2.02 of the Covenants, Developer desires to own, develop, improve, lease and sell certain Additional Property, which Additional Property is particularly described as follows:

All that real property included within the Survey of Old Overton - Second Sector, First Addition, as recorded in Map Book 186, Page 89, in said Probate Office.

The said Additional Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Covenants, all of which shall be binding on all parties having or acquiring any right, title or interest in, and shall inure to the benefit of each and every owner of said Additional Property.

2. Except as herein specifically amended, the Covenants, and the aforesaid amendments thereto, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed as of the date first above written.

LIBERTY PARK JOINT VENTURE,
an Alabama general partnership

BY: **DRUMMOND COMPANY, INC.,**
an Alabama Corporation,
Its: General Partner

BY: _____
Ronald O. Durham
Its: Senior Vice President

BY: **TORCHMARK DEVELOPMENT CORPORATION,**
an Alabama Corporation,
Its: General Partner

BY: _____
Mark D. Elgin
Its: Executive Vice President

RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ronald O. Durham, whose name as Senior Vice President of Drummond Company, Inc., an Alabama corporation, in its capacity as general partner of **LIBERTY PARK JOINT VENTURE**, an Alabama general partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me 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, acting in its capacity as general partner of said general partnership, for and as the act of said partnership.

Given under my hand and official seal this 22nd day of November, 1996.

Notary Public
My commission expires: 3 6 2000

(Notarial Seal)

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark D. Elgin, whose name as Executive Vice President of Torchmark Development Corporation, an Alabama corporation, in its capacity as general partner of **LIBERTY PARK JOINT VENTURE**, an Alabama general partnership, 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, acting in its capacity as general partner of said general partnership, for and as the act of said partnership.

Given under my hand and official seal this the 22nd day of November, 1996.

Notary Public
My commission expires: 3 6 2000

(Notarial Seal)

K:\LIBEPA\00002\OOCAMND.09 112296 11:08

RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction

State of Alabama - Jefferson County
I certify this instrument filed on:
1996 NOV 22 P.M. 14:09
Recorded and $ 3 Mtg. Tax
and $ 9.50 Deed Tax and Fee Amt. 9.50
$ Total $
GEORGE R. REYNOLDS, Judge of Probate

9613/8101

THIS INSTRUMENT PREPARED BY:
Michael A. Poll, Esq.
Lange, Simpson, Robinson & Somerville, LLP
417 North 20th Street, Suite 1700
Birmingham, Alabama 35203

9802/7170

AMENDMENT NO. 10 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT NO. 10 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS ("Amendment") is made as of the 27th day of January, 1998, by LIBERTY PARK JOINT VENTURE, an Alabama general partnership ("Developer"), comprised of Torchmark Development Corporation, an Alabama corporation, and Drummond Company, Inc., an Alabama corporation. Capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Covenants, as defined below.

RECITALS:

A. As of October 7, 1993, Developer made and entered into the Old Overton Ridge Covenants, Conditions and Restrictions ("Covenants"), which Covenants were filed for record on October 14, 1993, and recorded as Instrument No. 9313/8012, in the Probate Office of Jefferson County, Alabama ("Probate Office"), affecting certain real property more particularly described in the Covenants.

B. Subsequently, Developer amended the Covenants to, among other things, include additional real property within the terms, covenants, and conditions of the Covenants and rename the Covenants the "Old Overton Communities Covenants, Conditions and Restrictions" by filing in the Probate Office the following: Amendment No. 1 to the Covenants as of February 14, 1994, which is recorded as Instrument Number 9403/4047 in the Probate Office; Amendment No. 2 to the Covenants as of August 3, 1994, which is recorded as Instrument Number 9409/8837 in the Probate Office; Amendment No. 3 to the Covenants as of August 29, 1994, which is recorded as Instrument Number 9410/6200 in the Probate Office; Amendment No. 4 to the Covenants as of January 26, 1995, which is recorded as Instrument Number 9502/0631 in the Probate Office; Amendment No. 5 to the Covenants as of February 16, 1995, which is recorded as Instrument Number 9502/6882 in the Probate Office; Amended and Restated Amendment No. 5 to the Covenants as of June 22, 1995, which is recorded as Instrument Number 9507/2677 in the Probate Office; Amendment No. 6 to the Covenants as of August 28, 1995, which is recorded as Instrument Number 9509/9754 in the Probate Office; Amended and Restated Amendment No. 6 to the Covenants as of February 22, 1996, which is recorded as Instrument Number 9603/6396 in the Probate Office; Amendment No. 7 to the Covenants as of February 20, 1996, which is recorded as Instrument Number 9607/2353 in the Probate Office; Amendment No. 8 to the Covenants as of July 22, 1996, which is recorded as Instrument Number 9613/1549 in the Probate Office; Amended and Restated Amendment No. 8 to the Covenants as of June 4, 1997, which is recorded as Instrument Number 9707/3324 in the Probate Office; and Amendment No. 9 to the Covenants as of November 22, 1996, which is recorded as Instrument Number 9613/8101 in the Probate Office.

C. Developer desires to further amend the Covenants.

NOW, THEREFORE, Developer hereby amends the Covenants as follows:

1. Pursuant to Section 2.02 of the Covenants, Developer desires to own, develop, improve, lease and sell certain Additional Property, which Additional Property is particularly described as follows:

All that real property included within the Survey of Old Overton - Fifth Sector, as recorded in Map Book 190, Page 100, in said Probate Office.

The said Additional Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Covenants, as heretofore and hereby amended, all of which shall be binding on all parties having or acquiring any right, title or interest in, and shall inure to the benefit of each and every owner of said Additional Property.

2. Except as herein specifically amended, the Covenants, and the aforesaid amendments thereto, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed as of the date first above written.

LIBERTY PARK JOINT VENTURE,
an Alabama general partnership

BY: **DRUMMOND COMPANY, INC.,**
an Alabama Corporation,
Its: General Partner

BY: _____
William B. Long
Its: Vice Pres./General Counsel

BY: **TORCHMARK DEVELOPMENT CORPORATION,**
an Alabama Corporation,
Its: General Partner

BY: _____
Mark D. Elgin
Its: Executive Vice President and
Director of Development

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William B. Long, whose name as Vice President/General Counsel of Drummond Company, Inc., an Alabama corporation, in its capacity as general partner of LIBERTY PARK JOINT VENTURE, an Alabama general partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me 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, acting in its capacity as general partner of said general partnership, for and as the act of said partnership.

Given under my hand and official seal this 10th day of February, 1998.

Pamela Lucas
Notary Public
My commission expires: 4/4/99

(Notarial Seal)

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark D. Elgin, whose name as Executive Vice President and Director of Development of Torchmark Corporation, an Alabama corporation, in its capacity as general partner of LIBERTY PARK JOINT VENTURE, an Alabama general partnership, 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, acting in its capacity as general partner of said general partnership, for and as the act of said partnership.

Given under my hand and official seal this the 28th day of January, 1998.

Angela D. Hazel
Notary Public
My commission expires: 3-6-2000

(Notarial Seal)

State of Alabama - Jefferson County
I certify this instrument filed on:
1998 FEB 17 P.M. 16:35
Recorded and $ Mtg. Tax
and $ 9.50 Deed Tax and Fee Amt
$ Total $ 9.50
GEORGE R. REYNOLDS, Judge of Probate

9802/7170

THIS INSTRUMENT PREPARED BY:
William M. Phillips, Jr., Esq.
Lange, Simpson, Robinson & Somerville LLP
417 North 20th Street, Suite 1700
Birmingham, Alabama 35203

9811/4155

AMENDMENT NO. 11 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT NO. 11 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS ("Amendment") is made as of the 21st day of August, 1998, by LIBERTY PARK JOINT VENTURE, an Alabama general partnership ("Developer"), comprised of Torchmark Development Corporation, an Alabama corporation, and Drummond Company, Inc., an Alabama corporation. Capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Covenants, as defined below.

RECITALS:

A. As of October 7, 1993, Developer made and entered into the Old Overton Ridge Covenants, Conditions and Restrictions ("Covenants"), which Covenants were filed for record on October 14, 1993, and recorded as Instrument No. 9313/8012, in the Probate Office of Jefferson County, Alabama ("Probate Office"), affecting certain real property more particularly described in the Covenants.

B. Subsequently, Developer amended the Covenants to, among other things, include additional real property within the terms, covenants, and conditions of the Covenants and rename the Covenants the "Old Overton Communities Covenants, Conditions and Restrictions" by filing in the Probate Office the following: Amendment No. 1 to the Covenants as of February 14, 1994, which is recorded as Instrument Number 9403/4047 in the Probate Office; Amendment No. 2 to the Covenants as of August 3, 1994, which is recorded as Instrument Number 9409/8837 in the Probate Office; Amendment No. 3 to the Covenants as of August 29, 1994, which is recorded as Instrument Number 9410/6200 in the Probate Office; Amendment No. 4 to the Covenants as of January 26, 1995, which is recorded as Instrument Number 9502/0631 in the Probate Office; Amendment No. 5 to the Covenants as of February 16, 1995, which is recorded as Instrument Number 9502/6882 in the Probate Office; Amended and Restated Amendment No. 5 to the Covenants as of June 22, 1995, which is recorded as Instrument Number 9507/2677 in the Probate Office; Amendment No. 6 to the Covenants as of August 28, 1995, which is recorded as Instrument Number 9509/9754 in the Probate Office; Amended and Restated Amendment No. 6 to the Covenants as of February 22, 1996, which is recorded as Instrument Number 9603/6396 in the Probate Office; Amendment No. 7 to the Covenants as of February 20, 1996, which is recorded as Instrument Number 9607/2353 in the Probate Office; Amendment No. 8 to the Covenants as of July 22, 1996, which is recorded as Instrument Number 9613/1549 in the Probate Office; Amended and Restated Amendment No. 8 to the Covenants as of June 4, 1997, which is recorded as Instrument Number 9707/3324 in the Probate Office; Amendment No. 9 to the Covenants as of November 22, 1996, which is recorded as Instrument Number 9613/8101 in the Probate Office; and Amendment No. 10 to

the Covenants as of January 27, 1998, which is recorded as Instrument Number 9802/7170 in the Probate Office.

C. Developer desires to further amend the Covenants.

NOW, THEREFORE, Developer hereby amends the Covenants as follows:

1. Pursuant to Section 2.02 of the Covenants, Developer desires to own, develop, improve, lease and sell certain Additional Property, which Additional Property is particularly described as follows:

> All that real property included within the Survey of Old Overton - 6th Sector, as recorded in Map Book 192, Page 87, in said Probate Office.

The said Additional Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Covenants, as heretofore and hereby amended, all of which shall be binding on all parties having or acquiring any right, title or interest in, and shall inure to the benefit of each and every owner of said Additional Property.

2. Except as herein specifically amended, the Covenants, and the aforesaid amendments thereto, shall remain unchanged and in full force and effect.

INTENTIONALLY LEFT BLANK. EXECUTION ON FOLLOWING PAGE.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed as of the date first above written.

LIBERTY PARK JOINT VENTURE,
an Alabama general partnership

BY: **DRUMMOND COMPANY, INC.,**
an Alabama Corporation,
Its: General Partner

BY: _____
William B. Long
Its: Vice President/General Counsel

BY: **TORCHMARK DEVELOPMENT CORPORATION,**
an Alabama Corporation,
Its: General Partner

BY: _____
Mark D. Elgin
Its: Executive Vice President and
Director of Development

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William B. Long, whose name as Vice President/General Counsel of Drummond Company, Inc., an Alabama corporation, in its capacity as general partner of **LIBERTY PARK JOINT VENTURE**, an Alabama general partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me 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, acting in its capacity as general partner of said general partnership, for and as the act of said partnership.

Given under my hand and official seal this 31st day of August, 1998.

Pamela Lucas
Notary Public
My commission expires: 4/4/99

(Notarial Seal)

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark D. Elgin, whose name as Executive Vice President and Director of Development of Torchmark Development Corporation, an Alabama corporation, in its capacity as general partner of **LIBERTY PARK JOINT VENTURE**, an Alabama general partnership, 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, acting in its capacity as general partner of said general partnership, for and as the act of said partnership.

Given under my hand and official seal this the 28TH day of AUGUST, 1998.

Robert C. McLean
Notary Public
My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug. 12, 2001.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

(Notarial Seal)

State of Alabama - Jefferson County
I certify this instrument filed on:
1998 SEP 01 P.M. 14:17
Recorded and $ Mtg. Tax
and $ Deed Tax and Fee Amt.
$ 12.00 Total $ 12.00
GEORGE R. REYNOLDS, Judge of Probate

9811/4155

THIS INSTRUMENT PREPARED BY:
Kathryn S. Carver, Esq.
1950 Stonegate Drive, Suite 350
Birmingham, Alabama 35242
205/977-4336

9912/2943

AMENDMENT NO. 12 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT NO. 12 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment"), is made as of the first day of March, 1999, by LIBERTY PARK JOINT VENTURE, an Alabama general partnership ("Developer"). Capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Covenants, as defined below.

RECITALS:

A. As of October 7, 1993, Developer made and entered into the Old Overton Ridge Covenants, Conditions and Restrictions (the "Covenants"), which Covenants were filed for record on October 14, 1993, and recorded in Instrument No. 9313/8012, in the Probate Office of Jefferson County, Alabama (the "Probate Office"), affecting certain real property more particularly described in the Covenants.

B. Subsequently, Developer amended the Covenants to, among other things, include additional real property within the terms, covenants and conditions, of the Covenants and rename the Covenants the "Old Overton Communities Covenants, Conditions and Restrictions," by filing in the Probate Office the following: Amendment No. 1 to the Covenants as of February 14, 1994, which is recorded under Instrument Number 9403/4047 in the Probate Office; Amendment No. 2 to the Covenants, as of August 3, 1994, which is recorded under Instrument Number 9409/8837 in the Probate Office; Amendment No. 3 to the Covenants, as of August 29, 1994, which is recorded under Instrument Number 9410/6200 in the Probate Office; Amendment No. 4 to the Covenants, as of January 26, 1995, which is recorded under Instrument Number 9502/0631 in the Probate Office; Amended and Restated Amendment No. 4 to the Covenants, as of December 4, 1996, which is recorded under Instrument Number 9614/2312 in the Probate Office; Amendment No. 5 to the Covenants, as of February, 16, 1995, which is recorded under Instrument Number 9502/6882 in the Probate Office; Amended and Restated Amendment No. 5 to the Covenants, as of June 22, 1995, which is recorded under Instrument Number 9507/2677 in the Probate Office; Amendment No. 6 to the Covenants, as of August 28, 1995, which is recorded under Instrument Number 9509/9754 in the Probate Office; Amended and Restated Amendment No. 6 to the Covenants, as of February 22, 1996, which is recorded under Instrument Number 9603/6396 in the Probate Office; Amendment No. 7 to the Covenants, as of February 20, 1996, which is recorded under Instrument Number 9607/2353 in the Probate Office; Amendment No. 8 to the Covenants as of July 22, 1996, which is recorded under Instrument Number 9613/1549 in the Probate Office; Amended and Restated Amendment No. 8

to the Covenants, as of June 4, 1997, which is recorded under Instrument Number 9707/3324 in the Probate Office; Amendment No. 9 to the Covenants as of November 22, 1996, which is recorded under Instrument Number 9613/8101 in the Probate Office; Amendment No. 10 to the Covenants as of January 27, 1998, which is recorded under Instrument Number 9802/7170 in the Probate Office; and Amendment No. 11 to the Covenants as of August 21, 1998, which is recorded under Instrument Number 9811/4155 in the Probate Office.

NOW, THEREFORE, pursuant to Section 10.02 of the Covenants, Developer hereby amends the Covenants as follows:

1. That Section 6.30 of the Covenants is hereby deleted in its entirety, and the following is substituted therefor:

> **6.30 Swimming Pools and Tennis Courts.** Swimming pools, outdoor hot tubs, reflecting ponds, saunas, whirlpools, lap pools and tennis courts shall not be constructed, installed and maintained on any other Lot or Dwelling except with the prior written approval of the plans for the same by the ARC and subject to restrictions contained herein. Above-ground outdoor pools shall not be permitted on any Lot or Dwelling. The ARC shall have the right to adopt further rules and regulations governing the construction of swimming pools, other outdoor water features or amenities and tennis courts within the Property.

2. Except as herein specifically amended, the Covenants shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed as of the date first above written.

LIBERTY PARK JOINT VENTURE,
an Alabama general partnership

BY: _____

Mark L. Marlow
Its Project Manager

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark L. Marlow, whose name as Project Manager of **LIBERTY PARK JOINT VENTURE**, an Alabama general partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me 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 official seal this 7th day of September, 1999.

Angela D Boyd
Notary Public
My commission expires: 3/6/2000

(Notarial Seal)

C:\pjv\OO Assoc\AMEND-12.doc

State of Alabama - Jefferson County
I certify this instrument filed on:
1999 SEP 08 A.M. 08:33
Recorded and $ 9.50 Mtg. Tax
and $ Deed Tax and Fee Amt $ 9.50
Total $
GEORGE R. REYNOLDS, Judge of Probate
9912/2943

THIS INSTRUMENT PREPARED BY:
Kathryn S. Carver, Esq.
1950 Stonegate Drive, Suite 350
Birmingham, Alabama 35242
205/977-4336

2 0 0 0 0 1 / 2 1 1 0

AMENDMENT NO. 13 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT NO. 13 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment"), is made as of the first day of August, 1999, by LIBERTY PARK JOINT VENTURE, an Alabama general partnership ("Developer"). Capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Covenants, as defined below.

RECITALS:

A. As of October 7, 1993, Developer made and entered into the Old Overton Ridge Covenants, Conditions and Restrictions (the "Covenants"), which Covenants were filed for record on October 14, 1993, and recorded in Instrument No. 9313/8012, in the Probate Office of Jefferson County, Alabama (the "Probate Office"), affecting certain real property more particularly described in the Covenants.

B. Subsequently, Developer amended the Covenants to, among other things, include additional real property within the terms, covenants and conditions, of the Covenants and rename the Covenants the "Old Overton Communities Covenants, Conditions and Restrictions," by filing in the Probate Office the following: Amendment No. 1 to the Covenants as of February 14, 1994, which is recorded under Instrument Number 9403/4047 in the Probate Office; Amendment No. 2 to the Covenants, as of August 3, 1994, which is recorded under Instrument Number 9409/8837 in the Probate Office; Amendment No. 3 to the Covenants, as of August 29, 1994, which is recorded under Instrument Number 9410/6200 in the Probate Office; Amendment No. 4 to the Covenants, as of January 26, 1995, which is recorded under Instrument Number 9502/0631 in the Probate Office; Amended and Restated Amendment No. 4 to the Covenants, as of December 4, 1996, which is recorded under Instrument Number 9614/2312 in the Probate Office; Amendment No. 5 to the Covenants, as of February, 16, 1995, which is recorded under Instrument Number 9502/6882 in the Probate Office; Amended and Restated Amendment No. 5 to the Covenants, as of June 22, 1995, which is recorded under Instrument Number 9507/2677 in the Probate Office; Amendment No. 6 to the Covenants, as of August 28, 1995, which is recorded under Instrument Number 9509/9754 in the Probate Office; Amended and Restated Amendment No. 6 to the Covenants, as of February 22, 1996, which is recorded under Instrument Number 9603/6396 in the Probate Office; Amendment No. 7 to the Covenants, as of February 20, 1996, which is recorded under Instrument Number 9607/2353 in the Probate Office; Amendment No. 8 to the Covenants as of July 22, 1996, which is recorded under Instrument Number 9613/1549 in the Probate Office; Amended and Restated Amendment No. 8

to the Covenants, as of June 4, 1997, which is recorded under Instrument Number 9707/3324 in the Probate Office; Amendment No. 9 to the Covenants as of November 22, 1996, which is recorded under Instrument Number 9613/8101 in the Probate Office; Amendment No. 10 to the Covenants as of January 27, 1998, which is recorded under Instrument Number 9802/7170 in the Probate Office; Amendment No. 11 to the Covenants as of August 21, 1998, which is recorded under Instrument Number 9811/4155 in the Probate Office; and Amendment No. 12 to the Covenants as of March 1, 1999, which is recorded under Instrument Number 9912/2943 in the Probate Office

NOW, THEREFORE, pursuant to Section 10.02 of the Covenants, Developer hereby amends the Covenants as follows:

1. That the following Paragraph 5.05(j) is hereby added to the Covenants::

5.05(j) No interior addition, renovation or other alteration that will result in an increase in Living Space within any Dwelling (e.g., completion of a basement, attic or bonus room) shall be commenced, erected, installed, placed, permitted to remain or maintained by any Owner unless the plans and specifications therefor have been submitted to and approved by the ARC in accordance with this Paragraph 5.05. At such time as the ARC approves such Owner's plans and specifications for such increase in Living Space, such Owner shall be charged and pay an impact fee, as described in Paragraph 5.05(h) above, based on the total number of square feet of additional Living Space in the Dwelling as set forth in the plans and specifications therefor.

2. That Paragraphs 6.16(a) and 6.16(b) of the Covenants are hereby deleted in their entirety, and the following substituted therefor:

6.16(a) Reflective glass shall not be permitted on the exterior of any Dwelling. No after-market window tinting or glass coating shall be installed on any exterior windows of any Dwelling. No foil or other reflective materials shall be installed on any exterior windows or used for sunscreens, blinds, shades or other purposes on any Dwelling.

6.16(b) No aluminum or metal windows and no window screens shall be utilized or installed on any Dwelling without the prior written approval of the ARC. Cantilevered bay windows are subject to the prior written approval of the ARC (which may require additional landscaping in front of such bay windows). Burglar bars or wrought iron doors shall not be permitted. Screen doors shall not be used on the front side of any Dwelling. No storm door shall be utilized or installed on any Dwelling without the ARC's prior written approval.

3. Except as herein specifically amended, the Covenants, and the aforesaid amendments thereto, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed as of the date first above written.

LIBERTY PARK JOINT VENTURE,
an Alabama general partnership

BY: _____
Mark L. Marlow
Its Project Manager

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark L. Marlow, whose name as Project Manager of **LIBERTY PARK JOINT VENTURE**, an Alabama general partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me 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 official seal this 6th day of January, 2000.

_____
Notary Public
My commission expires: 11/22/2003

(Notarial Seal)

State of Alabama - Jefferson County
I certify this instrument filed on:
2000 JAN 06 P.M. 14:57
Recorded and $ Mtg. Tax
and $ Deed Tax and Fee Amt.
$ 9.50 Total $ 9.50
GEORGE R. REYNOLDS, Judge of Probate
200001/2110

THIS INSTRUMENT PREPARED BY:
Amy R. Niesen, Esq.
Kathryn Carver & Associates P.C.
1000 Urban Center Drive, Suite 250
Birmingham, Alabama 35242

2 0 0 2 1 6 / 8 2 5 0

AMENDMENT NO. 14 TO
OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS
AND RESTRICTIONS

THIS AMENDMENT NO. 14 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment"), is made as of the 4th day of December, 2002, by LIBERTY PARK JOINT VENTURE, LLP, an Alabama limited liability partnership ("Developer"). Capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Covenants, as defined below.

RECITALS:

A. As of October 7, 1993, Developer made and entered into the Old Overton Ridge Covenants, Conditions and Restrictions (the "Covenants"), which Covenants were filed for record on October 14, 1993, and recorded in Instrument No. 9313/8012, in the Probate Office of Jefferson County, Alabama (the "Probate Office"), affecting certain real property more particularly described in the Covenants.

B. Subsequently, Developer amended the Covenants to, among other things, include additional real property within the terms, covenants and conditions, of the Covenants and rename the Covenants the "Old Overton Communities Covenants, Conditions and Restrictions," by filing in the Probate Office the following: Amendment No. 1 to the Covenants as of February 14, 1994, which is recorded under Instrument Number 9403/4047 in the Probate Office; Amendment No. 2 to the Covenants, as of August 3, 1994, which is recorded under Instrument Number 9409/8837 in the Probate Office; Amendment No. 3 to the Covenants, as of August 29, 1994, which is recorded under Instrument Number 9410/6200 in the Probate Office; Amendment No. 4 to the Covenants, as of January 26, 1995, which is recorded under Instrument Number 9502/0631 in the Probate Office; Amended and Restated Amendment No. 4 to the Covenants, as of December 4, 1996, which is recorded under Instrument Number 9614/2312 in the Probate Office; Amendment No. 5 to the Covenants, as of February, 16, 1995, which is recorded under Instrument Number 9502/6882 in the Probate Office; Amended and Restated Amendment No. 5 to the Covenants, as of June 22, 1995, which is recorded under Instrument Number 9507/2677 in the Probate Office; Amendment No. 6 to the Covenants, as of August 28, 1995, which is recorded under Instrument Number 9509/9754 in the Probate Office; Amended and Restated Amendment No. 6 to the Covenants, as of February 22, 1996, which is recorded under Instrument Number 9603/6396 in the Probate Office; Amendment No. 7 to the Covenants, as of February 20, 1996, which is recorded under Instrument Number 9607/2353 in the Probate Office; Amendment No. 8 to the Covenants as of July 22, 1996, which is recorded under Instrument Number 9613/1549 in the Probate Office; Amended and Restated

Amendment No. 8 to the Covenants, as of June 4, 1997, which is recorded under Instrument Number 9707/3324 in the Probate Office; Amendment No. 9 to the Covenants as of November 22, 1996, which is recorded under Instrument Number 9613/8101 in the Probate Office; Amendment No. 10 to the Covenants as of January 27, 1998, which is recorded under Instrument Number 9802/7170 in the Probate Office; Amendment No. 11 to the Covenants as of August 21, 1998, which is recorded under Instrument Number 9811/4155 in the Probate Office; Amendment No. 12 to the Covenants as of March 1, 1999, which is recorded under Instrument Number 9912/2943 in the Probate Office; and Amendment No. 13 to the Covenants as of August 1, 1999, which is recorded under Instrument Number 200001/2110 in the Probate Office.

NOW, THEREFORE, Developer hereby amends the Covenants as follows:

1. Pursuant to Section 2.02 of the Covenants, Developer desires to own, develop, improve, lease and sell certain Additional Property, which Additional Property is particularly described as follows:

> All that real property included within the Survey of Old Overton River Estates, First Sector, as recorded in Map Book 208, Page 53, in the Probate Office of Jefferson County, Alabama.

The said Additional Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Covenants, as heretofore and hereby amended, all of which shall be binding on all parties having or acquiring any right, title or interest in, and shall inure to the benefit of each and every owner of said Additional Property.

2. Except as herein specifically amended, the Covenants, and the aforesaid amendments thereto, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed as of the date first above written.

LIBERTY PARK JOINT VENTURE, LLP,
an Alabama limited liability partnership

By: _____
Mark L. Marlow
Its Project Manager

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark L. Marlow, whose name as Project Manager of **LIBERTY PARK JOINT VENTURE, LLP**, an Alabama limited liability partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me 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 limited liability partnership.

Given under my hand and official seal this 4th day of December, 2002.

Kathy S. Carr
Notary Public
My commission expires: 1/14/03

(Notarial Seal)

State of Alabama - Jefferson County
I certify this instrument filed on:
2002 DEC 11 P.M. 14:27
Recorded and $ Mtg. Tax
and $ Deed Tax and Fee Amt.
$ 9.50 Total $ 9.50
MICHAEL F. BOLIN, Judge of Probate
200216/8250

THIS INSTRUMENT PREPARED BY:
Amy R. Niesen, Esq.
Kathryn Carver & Associates P.C.
1950 Stonegate Drive, Suite 200
Birmingham, Alabama 35242

2 0 0 3 1 4 / 2 9 2 8

AMENDMENT NO. 15 TO
OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS
AND RESTRICTIONS

THIS AMENDMENT NO. 15 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment"), is made as of the 15th day of September, 2003, by LIBERTY PARK JOINT VENTURE, LLP, an Alabama limited liability partnership ("Developer"). Capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Covenants, as defined below.

RECITALS:

A. As of October 7, 1993, Developer made and entered into the Old Overton Ridge Covenants, Conditions and Restrictions (the "Covenants"), which Covenants were filed for record on October 14, 1993, and recorded in Instrument No. 9313/8012, in the Probate Office of Jefferson County, Alabama, affecting certain real property more particularly described in the Covenants.

B. Subsequently, Developer amended the Covenants to, among other things, include additional real property within the terms, covenants and conditions, of the Covenants and rename the Covenants the "Old Overton Communities Covenants, Conditions and Restrictions," by filing in the Probate Office the following: Amendment No. 1 to the Covenants as of February 14, 1994, which is recorded under Instrument Number 9403/4047 in the Probate Office; Amendment No. 2 to the Covenants, as of August 3, 1994, which is recorded under Instrument Number 9409/8837 in the Probate Office; Amendment No. 3 to the Covenants, as of August 29, 1994, which is recorded under Instrument Number 9410/6200 in the Probate Office; Amendment No. 4 to the Covenants, as of January 26, 1995, which is recorded under Instrument Number 9502/0631 in the Probate Office; Amended and Restated Amendment No. 4 to the Covenants, as of December 4, 1996, which is recorded under Instrument Number 9614/2312 in the Probate Office; Amendment No. 5 to the Covenants, as of February, 16, 1995, which is recorded under Instrument Number 9502/6882 in the Probate Office; Amended and Restated Amendment No. 5 to the Covenants, as of June 22, 1995, which is recorded under Instrument Number 9507/2677 in the Probate Office; Amendment No. 6 to the Covenants, as of August 28, 1995, which is recorded under Instrument Number 9509/9754 in the Probate Office; Amended and Restated Amendment No. 6 to the Covenants, as of February 22, 1996, which is recorded under Instrument Number 9603/6396 in the Probate Office; Amendment No. 7 to the Covenants, as of February 20, 1996, which is recorded under Instrument Number 9607/2353 in the Probate Office; Amendment No. 8 to the Covenants as of July 22, 1996, which is recorded under Instrument Number 9613/1549 in the Probate Office; Amended and Restated Amendment No. 8 to the Covenants, as of June 4, 1997, which is recorded under Instrument Number 9707/3324 in the Probate

Office; Amendment No. 9 to the Covenants as of November 22, 1996, which is recorded under Instrument Number 9613/8101 in the Probate Office; Amendment No. 10 to the Covenants as of January 27, 1998, which is recorded under Instrument Number 9802/7170 in the Probate Office; Amendment No. 11 to the Covenants as of August 21, 1998, which is recorded under Instrument Number 9811/4155 in the Probate Office; Amendment No. 12 to the Covenants as of March 1, 1999, which is recorded under Instrument Number 9912/2943 in the Probate Office; Amendment No. 13 to the Covenants as of August 1, 1999, which is recorded under Instrument Number 200001/2110; and Amendment No. 14 to the Covenants which is recorded under Instrument Number 200216/8250 in the Probate Office of Jefferson County, Alabama.

C. Developer desires to further amend the Covenants as hereinafter provided.

NOW, THEREFORE, Developer hereby amends the Covenants as follows:

1. Pursuant to Section 2.02 of the Covenants, Developer desires to own, develop, improve, lease and sell certain Additional Property, which Additional Property is particularly described as follows:

> An acreage parcel situated in the SW ¼ of the NE ¼ and the NW ¼ of the SE ¼ of Section 5, Township 18 South, Range 1 West, Jefferson County, Alabama, being more particularly described as follows:
>
> Begin at the Southeast corner of Lot 12, Old Overton—Fifth Sector Resurvey of Lots 11 and 12, as recorded in Map Book 193, page 87 in the office of the Judge of Probate of Jefferson County, Alabama; thence in a Northwesterly direction along the East line of said Lot 12 a distance of 356.18 feet to the Northeast corner of said Lot 12, said point also being a corner on the South line of Lot 402, Old Overton River Estates – First Sector, as recorded in Map Book 208, page 53 in the office of the Judge of Probate of Jefferson County, Alabama; thence 92 degrees 15 minutes 53 seconds to the right in a Northeasterly direction along the South line of said Lot 402 a distance of 70.05 feet to a point; thence 87 degrees 44 minutes 07 seconds to the right (leaving said lot line) in a Southeasterly direction a distance of 320.85 feet to a point; thence 65 degrees 03 minutes 17 seconds to the right in a Southwesterly direction a distance of 77.21 feet to the POINT OF BEGINNING.
>
> Being a portion of the proposed survey of Old Overton – Fifth Sector, Mangan Resurvey, to be recorded in the Probate Office of Jefferson County, Alabama.

The said Additional Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Covenants, as heretofore and hereby amended, all of which shall be binding on all parties having or acquiring any right, title or interest in, and shall inure to the benefit of each and every owner of said Additional Property.

2. Except as herein specifically amended, the Covenants, and the aforesaid amendments thereto, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed as of the date first above written.

LIBERTY PARK JOINT VENTURE, LLP,
an Alabama limited liability partnership

By: DRUMMOND COMPANY, INC.,
Its Partner

By: _____
Grady Sparks
Its President—Real Estate

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Grady Sparks, whose name as President—Real Estate of Drummond Company, Inc., an Alabama corporation, which is a Partner of **LIBERTY PARK JOINT VENTURE, LLP**, an Alabama limited liability partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me 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 limited liability partnership.

Given under my hand and official seal this 10 day of September, 2003.

Pamela D. Hastings
Notary Public

(Notarial Seal)

My commission expires: MY COMMISSION EXPIRES NOVEMBER 22, 20

State of Alabama - Jefferson County
I certify this instrument filed on:
2003 SEP 15 A.M. 11:13
Recorded and $ Mtg. Tax
and $ Deed Tax and Fee Amt.
$ 9.50 Total $ 9.50
MICHAEL F. BOLIN, Judge of Probate
200314/2928

THIS INSTRUMENT PREPARED BY:
Kathryn S. Carver
Attorney at Law
8000 Liberty Parkway, Suite 114
Birmingham, Alabama 35242

2005161/2440

AMENDMENT NO. 16 TO
OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS
AND RESTRICTIONS

THIS AMENDMENT NO. 16 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment"), is made as of the 6th day of December, 2005, by **LIBERTY PARK JOINT VENTURE, LLP**, an Alabama limited liability partnership ("Developer"). Capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Covenants, as defined below.

RECITALS:

A. As of October 7, 1993, Developer made and entered into the Old Overton Ridge Covenants, Conditions and Restrictions (the "Covenants"), which Covenants were filed for record on October 14, 1993, and recorded in Instrument No. 9313/8012, in the Probate Office of Jefferson County, Alabama (the "Probate Office"), affecting certain real property more particularly described in the Covenants.

B. Subsequently, Developer amended the Covenants to, among other things, include additional real property within the terms, covenants and conditions, of the Covenants and rename the Covenants the "Old Overton Communities Covenants, Conditions and Restrictions," by filing in the Probate Office the following: Amendment No. 1 to the Covenants dated as of February 14, 1994, which is recorded in Instrument Number 9403/4047 in the Probate Office; Amendment No. 2 to the Covenants, dated as of August 3, 1994, which is recorded in Instrument Number 9409/8837 in the Probate Office; Amendment No. 3 to the Covenants, dated as of August 29, 1994, which is recorded in Instrument Number 9410/6200 in the Probate Office; Amendment No. 4 to the Covenants, dated as of January 26, 1995, which is recorded in Instrument Number 9502/0631 in the Probate Office; Amended and Restated Amendment No. 4 to the Covenants, dated as of December 4, 1996, which is recorded in Instrument Number 9614/2312 in the Probate Office; Amendment No. 5 to the Covenants, dated as of February, 16, 1995, which is recorded in Instrument Number 9502/6882 in the Probate Office; Amended and Restated Amendment No. 5 to the Covenants, dated as of June 22, 1995, which is recorded in Instrument Number 9507/2677 in the Probate Office; Amendment No. 6 to the Covenants, dated as of August 28, 1995, which is recorded in Instrument Number 9509/9754 in the Probate Office; Amended and Restated Amendment No. 6 to the Covenants, dated as of February 22, 1996, which is recorded in Instrument Number 9603/6396 in the Probate Office; Amendment No. 7 to the Covenants, dated as of February 20, 1996, which is recorded in Instrument Number 9607/2353 in the Probate Office; Amendment No. 8 to the Covenants dated as of July 22, 1996, which is recorded in Instrument Number 9613/1549 in the

Probate Office; Amended and Restated Amendment No. 8 to the Covenants, dated as of June 4, 1997, which is recorded in Instrument Number 9707/3324 in the Probate Office; Amendment No. 9 to the Covenants, dated as of November 22, 1996, which is recorded in Instrument Number 9613/8101 in the Probate Office; Amendment No. 10 to the Covenants, dated as of January 27, 1998, which is recorded in Instrument Number 9802/7170 in the Probate Office; Amendment No. 11 to the Covenants, dated as of August 21, 1998, which is recorded in Instrument Number 9811/4155 in the Probate Office; Amendment No. 12 to the Covenants, dated as of March 1, 1999, which is recorded in Instrument Number 9912/2943 in the Probate Office; Amendment No. 13 to the Covenants, dated as of August 1, 1999, which is recorded in Instrument Number 200001/2110 in the Probate Office; Amendment No. 14 to the Covenants, dated as of December 4, 2002, which is recorded in Instrument Number 200216/8250 in the Probate Office; and Amendment No. 15 to the Covenants, dated as of September 15, 2003, which is recorded in Instrument Number 200314/2928, in the Probate Office.

C. Developer desires to further amend the Covenants as hereinafter provided.

NOW, THEREFORE, Developer hereby amends the Covenants as follows:

1. Pursuant to Section 2.02 of the Covenants, Developer desires to own, develop, improve, lease and sell certain Additional Property, which Additional Property is particularly described as follows:

> Lots 730 through 782, inclusive, according to the Survey of Kings Mountain Ridge, as recorded in Map Book 218, Page 70, in the Probate Office of Jefferson County, Alabama.

The said Additional Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Covenants, as heretofore and hereby amended, all of which shall be binding on all parties having or acquiring any right, title or interest in, and shall inure to the benefit of each and every owner of said Additional Property.

2. Except as herein specifically amended, the Covenants, and the aforesaid amendments thereto, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed as of the date first above written.

LIBERTY PARK JOINT VENTURE, LLP,
an Alabama limited liability partnership

By: _____
Samuel G. Lowrey, III
Its Project Manager

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Samuel G. Lowrey, III, whose name as Project Manager of **LIBERTY PARK JOINT VENTURE, LLP**, an Alabama limited liability partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me 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 limited liability partnership.

Given under my hand and official seal this 6th day of December, 2005.

Amanda P. Martin - Jackson
Notary Public
My commission expires: 8/30/08

(Notarial Seal)

State of Alabama - Jefferson County
I certify this instrument filed on:
2005 DEC 08 03:05:00:73PM
Recorded and $ Mtg. Tax
and $ Deed Tax and Fee Amt.
$ 9.50 Total $ 9.50
MARK GAINES, Judge of Probate

THIS INSTRUMENT PREPARED BY:
Kathryn S. Carver
Attorney at Law
8000 Liberty Parkway, Suite 114
Birmingham, Alabama 35242

20070605000878910 1/4
Bk: LR200709 Pg:5537
Jefferson County, Alabama
I certify this instrument filed on
06/05/2007 01:37:55 PM REST
Judge of Probate- Alan L. King

AMENDMENT NO. 17 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT NO. 17 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment"), is made as of the 5th day of June, 2007, by **LIBERTY PARK JOINT VENTURE, LLP**, an Alabama limited liability partnership ("Developer"). Capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Covenants, as defined below.

RECITALS:

A. As of October 7, 1993, Developer made and entered into the Old Overton Ridge Covenants, Conditions and Restrictions (the "Covenants"), which Covenants were filed for record on October 14, 1993, and recorded in Instrument No. 9313/8012, in the Probate Office of Jefferson County, Alabama (the "Probate Office"), affecting certain real property more particularly described in the Covenants.

B. Subsequently, Developer amended the Covenants to, among other things, include additional real property within the terms, covenants and conditions, of the Covenants and rename the Covenants the "Old Overton Communities Covenants, Conditions and Restrictions," by filing in the Probate Office the following: Amendment No. 1 to the Covenants dated as of February 14, 1994, which is recorded in Instrument Number 9403/4047 in the Probate Office; Amendment No. 2 to the Covenants, dated as of August 3, 1994, which is recorded in Instrument Number 9409/8837 in the Probate Office; Amendment No. 3 to the Covenants, dated as of August 29, 1994, which is recorded in Instrument Number 9410/6200 in the Probate Office; Amendment No. 4 to the Covenants, dated as of January 26, 1995, which is recorded in Instrument Number 9502/0631 in the Probate Office; Amended and Restated Amendment No. 4 to the Covenants, dated as of December 4, 1996, which is recorded in Instrument Number 9614/2312 in the Probate Office; Amendment No. 5 to the Covenants, dated as of February, 16, 1995, which is recorded in Instrument Number 9502/6882 in the Probate Office; Amended and Restated Amendment No. 5 to the Covenants, dated as of June 22, 1995, which is recorded in Instrument Number 9507/2677 in the Probate Office; Amendment No. 6 to the Covenants, dated as of August 28, 1995, which is recorded in Instrument Number 9509/9754 in the Probate Office; Amended and Restated Amendment No. 6 to the Covenants, dated as of February 22, 1996, which is recorded in Instrument Number 9603/6396 in the Probate Office; Amendment No. 7 to the Covenants, dated as of February 20, 1996, which is recorded in Instrument Number 9607/2353 in the Probate Office; Amendment No. 8 to the Covenants dated as of July 22, 1996, which is recorded in Instrument Number 9613/1549 in the

Probate Office; Amended and Restated Amendment No. 8 to the Covenants, dated as of June 4, 1997, which is recorded in Instrument Number 9707/3324 in the Probate Office; Amendment No. 9 to the Covenants, dated as of November 22, 1996, which is recorded in Instrument Number 9613/8101 in the Probate Office; Amendment No. 10 to the Covenants, dated as of January 27, 1998, which is recorded in Instrument Number 9802/7170 in the Probate Office; Amendment No. 11 to the Covenants, dated as of August 21, 1998, which is recorded in Instrument Number 9811/4155 in the Probate Office; Amendment No. 12 to the Covenants, dated as of March 1, 1999, which is recorded in Instrument Number 9912/2943 in the Probate Office; Amendment No. 13 to the Covenants, dated as of August 1, 1999, which is recorded in Instrument Number 200001/2110 in the Probate Office; Amendment No. 14 to the Covenants, dated as of December 4, 2002, which is recorded in Instrument Number 200216/8250 in the Probate Office; Amendment No. 15 to the Covenants, dated as of September 15, 2003, which is recorded in Instrument Number 200314/2928, in the Probate Office; and Amendment No. 16 to the Covenants, dated as of December 6, 2005, which is recorded in Instrument Number 200516/2440, in the Probate Office.

C. Pursuant to Section 10.02 of the Covenants, Developer desires to further amend the Covenants in order to make certain clarifications and modifications as hereinafter set forth.

NOW, THEREFORE, Developer hereby amends the Covenants as follows:

1. **Section 6.14 Garages** is hereby deleted from the Covenants in its entirety and the following is substituted in lieu thereof:

6.14 Garages; Prohibition of Parking on Common Areas and Private Streets

(a) Garage Doors. Garage doors shall be constructed of such materials as are approved by the ARC. Garage doors shall be kept closed at all times except when in use. No garage shall be converted to any use other than for the parking of vehicles therein without the approval of the ARC.

(b) Use of Garage. All unattended automobiles and/or other unattended passenger vehicles owned or used by the Owner or Occupant of any Lot or Dwelling and their respective family members, guests or contractors, shall be parked in the garage on such Lot or Dwelling to the extent garage space is available. No such garage shall be used for storage or for any other purposes or uses which would result in the garage being unavailable for the parking of automobiles and other passenger vehicles therein. Unattended parked automobiles and/or other unattended parked passenger vehicles are permitted in the driveway of a Lot or Dwelling only if the garage space on such Lot or Dwelling is being fully utilized for parking other automobiles or passenger vehicles, rather than for storage or for any other purpose or use.

(c) Street Parking Prohibited Unattended parked automobiles and/or other unattended passenger vehicles, or any recreational vehicles, machinery and/or equipment as described in Section 6.24 below, in or on Common Areas within the Development and/or in or on any other privately-owned roads and streets within the Development, are prohibited. In the

event of any conflict between this Section 6.14(c) and Section 6.24, this Section 6.14(c) shall control.

(d) Enforcement and Remedies Any violation of the provisions of this Section 6.14 shall be subject to all rights of enforcement set forth in the Covenants, including, without limitation such rights as stated in Article XI below, including, without limitation, the imposition of a monetary fine which shall constitute an equitable charge and continuing lien upon such Lot or Dwelling and shall be a personal obligation of the applicable Owner who violated or allowed the violation of this Section 6.14.

2. **Section 6.31 Traffic Regulations** is hereby amended by adding the following:

(c) Obstructing or Impeding Traffic No Owner or Occupant shall have the right to barricade, hinder, obstruct or impede in any manner whatsoever the free flow of vehicular traffic on any Common Area and/or on any other privately-owned road or street (including, without limitation, cul-de-sacs) within the Development without the prior written consent of the Master Association, which consent may be granted or denied in the Master Association's sole and absolute discretion.

(d) Enforcement and Remedies Any violation of the provisions of this Section 6.31 shall be subject to all rights of enforcement set forth in the Covenants, including, without limitation, the imposition of a monetary fine, as provided in Article XI below, which fine shall constitute an equitable charge and continuing lien upon the Lot or Dwelling of the Owner or Occupant who violated or allowed the violation of this Section 6.31.

3. Except as herein specifically amended, the Covenants, and the aforesaid amendments thereto, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed as of the date first above written.

LIBERTY PARK JOINT VENTURE, LLP
an Alabama limited liability partnership

By: _____
Samuel G. Lowrey, III
Its Project Manager

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Samuel G. Lowrey, III, whose name as Project Manager of **LIBERTY PARK JOINT VENTURE, LLP**, an Alabama limited liability partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me 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 limited liability partnership.

Given under my hand and official seal this 5th day of June, 2007.

Kathryn S. Carver
Notary Public
My commission expires: 2/20/11

(Notarial Seal)

20070605000878910 4/4
Bk: LR200709 Pg:5537
Jefferson County, Alabama
06/05/2007 01 37:55 PM REST
Fee - $12.00
Total of Fees and Taxes-$12.00
LINDA

THIS DOCUMENT PREPARED BY:
Kathryn S. Carver
Attorney at Law
8000 Liberty Parkway, Suite 114
Birmingham, Alabama 35242

20101123001305060 1/3
Bk: LR201009 Pg:27429
Jefferson County, Alabama
I certify this instrument filed o
11/23/2010 09:30:06 AM REST
Judge of Probate- Alan L. King

AMENDMENT NO. 18 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT NO. 18 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment"), is made as of the 22nd day of November, 2010, by **LIBERTY PARK JOINT VENTURE, LLP,** an Alabama limited liability partnership ("Developer"). Capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Covenants, as defined below.

RECITALS:

A. As of October 7, 1993, Developer made and entered into the Old Overton Communities Covenants, Conditions and Restrictions (the "Covenants"), which Covenants were filed for record on October 14, 1993, and recorded in Instrument No. 9313/8012, in the Probate Office of Jefferson County, Alabama (the "Probate Office"), affecting certain real property more particularly described in the Covenants.

B. Subsequently, Developer amended the Covenants by filing in the Probate Office the following: Amendment No. 1 to the Covenants dated as of February 14, 1994, which is recorded in Instrument Number 9403/4047 in the Probate Office; Amendment No. 2 to the Covenants, dated as of August 3, 1994, which is recorded in Instrument Number 9409/8837 in the Probate Office; Amendment No. 3 to the Covenants, dated as of August 29, 1994, which is recorded in Instrument Number 9410/6200 in the Probate Office; Amendment No. 4 to the Covenants, dated as of January 26, 1995, which is recorded in Instrument Number 9502/0631 in the Probate Office; Amended and Restated Amendment No. 4 to the Covenants, dated as of December 4, 1996, which is recorded in Instrument Number 9614/2312 in the Probate Office; Amendment No. 5 to the Covenants, dated as of February, 16, 1995, which is recorded in Instrument Number 9502/6882 in the Probate Office; Amended and Restated Amendment No. 5 to the Covenants, dated as of June 22, 1995, which is recorded in Instrument Number 9507/2677 in the Probate Office; Amendment No. 6 to the Covenants, dated as of August 28, 1995, which is recorded in Instrument Number 9509/9754 in the Probate Office; Amended and Restated Amendment No. 6 to the Covenants, dated as of February 22, 1996, which is recorded in Instrument Number 9603/6396 in the Probate Office; Amendment No. 7 to the Covenants, dated as of February 20, 1996, which is recorded in Instrument Number 9607/2353 in the Probate Office; Amendment No. 8 to the Covenants dated as of July 22, 1996, which is recorded in

Instrument Number 9613/1549 in the Probate Office; Amended and Restated Amendment No. 8 to the Covenants, dated as of June 4, 1997, which is recorded in Instrument Number 9707/3324 in the Probate Office; Amendment No. 9 to the Covenants, dated as of November 22, 1996, which is recorded in Instrument Number 9613/8101 in the Probate Office; Amendment No. 10 to the Covenants, dated as of January 27, 1998, which is recorded in Instrument Number 9802/7170 in the Probate Office; Amendment No. 11 to the Covenants, dated as of August 21, 1998, which is recorded in Instrument Number 9811/4155 in the Probate Office; Amendment No. 12 to the Covenants, dated as of March 1, 1999, which is recorded in Instrument Number 9912/2943 in the Probate Office; Amendment No. 13 to the Covenants, dated as of August 1, 1999, which is recorded in Instrument Number 200001/2110 in the Probate Office; Amendment No. 14 to the Covenants, dated as of December 4, 2002, which is recorded in Instrument Number 200216/8250 in the Probate Office; Amendment No. 15 to the Covenants, dated as of September 15, 2003, which is recorded in Instrument Number 200314/2928, in the Probate Office; and Amendment No. 16 to the Covenants, dated as of December 6, 2005, which is recorded in Instrument Number 200516/2440; Amendment No. 17 to the Covenants, dated as of June 5, 2007, which is recorded in Instrument Number 200709/5537, in the Probate Office.

C. Developer desires to further amend the Covenants as hereinafter set forth.

NOW, THEREFORE, Developer hereby amends the Covenants as follows:

1. Developer hereby amends the Covenants by adding the following Subsection (c) to Section 6.31 thereof:

> (c) Notwithstanding anything in these Covenants to the contrary, any monetary fines levied or assessed for violation of any rule, regulation or requirement adopted by the Master Association for governing vehicular and pedestrian traffic pursuant to this Section 6.31, including, without limitation, any fine levied for parking on the private streets or Common Areas within the Development, and any fine levied for violation of the rules and requirements for the operation of golf carts or other vehicles on sidewalks, private streets or Common Areas within the Development, shall constitute an equitable charge and continuing lien on the Lot or Dwelling of the Responsible Party, as hereinafter defined. Any such fine shall also constitute a personal obligation of the Responsible Party. In the event any such fine is not paid when due as required in such rules, regulations or requirements, the remedies and rights of enforcement set forth in Section 8.10 of these Covenants will apply for the benefit of the Master Association, including, without limitation, the recording of a lien in favor of the Master Association against the Responsible Party's Lot or Dwelling and foreclosure. The remedies and rights of enforcement set forth in this subsection shall be in addition to all other such remedies and rights provided in other sections of these Covenants.

For purposes of this Amendment, the term "Responsible Party" shall mean and refer to either of the following, as applicable:

(i) The Owner of the Lot or Dwelling who also owns the golf cart or other vehicle involved in any violation of the rules, regulations and/or requirements for vehicular and pedestrian traffic and/or parking, as may be adopted and amended by the Master Association from time to time; or

(ii) The Owner of the Lot or Dwelling whose tenant, agent, employee, contractor, subcontractor or representative owns and/or operates the golf cart or other vehicle involved in any such violation.

2. Except as herein specifically amended, the Covenants, and the aforesaid amendments thereto, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed as of the date first above written.

LIBERTY PARK JOINT VENTURE, LLP
an Alabama limited liability partnership

By: _____
Samuel G. Lowrey, III
Its Project Manager

20101123001306060 3/3
Bk: LR201009 Pg:27429
Jefferson County, Alabama
11/23/2010 09:30:06 AM REST
Fee - $11.00

Total of Fees and Taxes-$11.00
CRONANL

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Samuel G. Lowrey, III, whose name as Project Manager of **LIBERTY PARK JOINT VENTURE, LLP**, an Alabama limited liability partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me 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 limited liability partnership.

Given under my hand and official seal this 22nd day of November, 2010.

Jennifer A. Yates
Notary Public
My commission expires: 5-14-12

(Notary Seal)

County Division Code: AL039 Inst. # 2018083570 Pages: 1 of 2 I certify this instrument filed on: 8/9/2018 10:54 AM
Doc: REST Alan L.King, Judge of Probate Jefferson County, AL Rec: $19.00
Clerk: KKBESS

THIS DOCUMENT PREPARED BY:
Kathryn S. Carver
Attorney at Law
1000 Urban Center Drive, Suite 235
Vestavia Hills, Alabama 35242

AMENDMENT NO. 19 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT NO. 19 TO OLD OVERTON COMMUNITIES COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment"), is made as of the 8th day of August, 2018, by **LIBERTY PARK JOINT VENTURE, LLP,** an Alabama limited liability partnership ("Developer"). **Capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Covenants, as defined below.**

RECITALS:

A. As of October 7, 1993, Developer made and entered into the Old Overton Communities Covenants, Conditions and Restrictions (the "Covenants"), which Covenants were filed for record on October 14, 1993, and recorded in Instrument No. 9313/8012, in the Probate Office of Jefferson County, Alabama (the "Probate Office"), as such Covenants have been amended from time to time, affecting certain real property more particularly described in the Covenants.

B. Developer desires to further amend the Covenants in order to amend certain existing covenants, conditions and restrictions with respect to the property subject thereto.

NOW, THEREFORE, pursuant to Section 10.02 of the Covenants, Developer hereby further amends the Covenants as follows:

1. Section 5.04 of the Covenants is hereby amended by adding the following sentence at the end of such section:

> Notwithstanding any provision in the Covenants or any amendment thereto to the contrary, in the event of any conflict between the Architectural Standards, as adopted, promulgated, amended and/or modified from time to time by the ARC, and the Covenants, the Architectural Standards shall control.

2. Section 6.04 of the Covenants is hereby deleted in its entirety and the following is substituted in lieu thereof:

> Section 6.04 **Building Setbacks.** Notwithstanding any provision in the Covenants or any amendment thereto to the contrary, all minimum building setback lines for all Lots and Dwellings shall be established and reflected on the

recorded subdivision map governing such Lots and Dwellings. No Dwelling shall be built within the minimum building setback line on any Lot. Eaves, overhangs, steps, open porches, terraces, decks, walks, driveways and patios shall not be deemed a part of the Dwelling for the purposes of determining building setback line violations on any Lot.

3. Section 6.33 of the Covenants is hereby amended by adding the following sentence at the end of such section:

Notwithstanding any provision in the Covenants or any amendment thereto to the contrary, in the event of any conflict between the Architectural Standards, as adopted, promulgated, amended and/or modified from time to time by the ARC, and the Covenants, the Architectural Standards shall control.

4. Except as herein specifically amended, the Covenants, and the aforesaid amendments thereto, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed as of the date first above written.

LIBERTY PARK JOINT VENTURE, LLP
an Alabama limited liability partnership

By: _____
Shawn E. Arterburn
Its Vice President - Development

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Shawn E. Arterburn, whose name as Vice President - Development of **LIBERTY PARK JOINT VENTURE, LLP**, an Alabama limited liability partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me 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 limited liability partnership.

Given under my hand and official seal this 8th day of August, 2018.

(Notarial Seal) JENNIFER L. YATES NOTARY PUBLIC ALABAMA STATE AT LARGE

Jennifer L. Yates
Notary Public
My commission expires: 5/9/20