

1985

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

DECLARATION OF PROTECTIVE COVENANTS
AND AGREEMENTS FOR
COUNTRYWOOD HIGHLANDS
SECTORS 2, 3, & 4

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, Countrywood Highlands Developers Joint Venture (the "Developer"), a general partnership comprised of Davenport Companies, Inc., GSL Service Corporation, and TVB Joint Venture, has heretofore acquired fee simple title of certain real property situated in Jefferson County, Alabama, and has subdivided such property into 105 lots ("Lots") as described in the map and survey of Countrywood Highlands Subdivision as recorded in Map Book 143, Pages 51, 52, & 53 in the Probate Office of Jefferson County, Alabama (the "Property");

WHEREAS, the Developer desires to develop the Property into a residential subdivision to be known as Countrywood Highlands Subdivision subject to the protective covenants, agreements, and easements set forth in this Declaration of Protective Covenants and Agreements for Countrywood Highlands (the "Declaration");

NOW, THEREFORE, the Developer does, upon recording hereof, declare and make the Property and each of the Lots included in the subdivision of the Property subject to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Declaration, all of which are declared to be in furtherance of a plan for the improvement of the Property in a desirable and uniform manner suitable in architectural design, and all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall be for the benefit of each such owner of property or interest therein, and shall inure to the benefit of and be binding upon each successor in interest to the owners thereof.

ARTICLE I

LAND USE AND BUILDING TYPE

1. LAND USE AND BUILDING TYPE: The Property will be used for residential

purposes only, and no trade or business purposes including all types of home industry will be permitted. No building or structure other than a one family dwelling house shall be erected within the Property except as otherwise permitted herein.

ARTICLE II

BUILDING REQUIREMENTS

1. MINIMUM STRUCTURE SIZE: The main residential structure erected or placed on any Lot within the Property shall include not less than the minimum amount of living space set forth herein. Living space is defined as heated and finished area and does not include porches, garages, basements, carports, or attics.

The minimum living space for the main residential structure on the Lots is as follows:

A) Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 36, 37, 38, 39, 40, 41, 42, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 125, 126, 127, 128, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, and 97A: 2,400 square feet for one story homes, 2,600 total square feet for one and one-half story homes, with 1,700 square feet on the first floor, and 2,600 total square feet for two story homes.

B) Lots 101, 102, 103, 104, and 105: 3,000 Square feet for one story homes, 3,200 total square feet for one and one-half story homes, with 2,000 square feet on the first floor, and 3,200 total square feet for two story homes.

2. DESIGN CRITERIA: The objective of the Architectural Control Committee (the "Committee"), established pursuant to Article III, shall be to present a traditional architectural environment for the Property. Accordingly, the Committee shall be directed to encourage the development of traditionally designed homes (i.e. Williamsburg, French, and Colonial), and the Committee is directed to discourage contemporary exterior designs.

3. EXTERIOR DESIGN CRITERIA: The exterior design of the structures within the Property shall be in accordance with the following, subject to final approval by the Committee:

A) The exterior materials which are acceptable to the Committee shall include brick, stone, painted wood or masonite siding without bead. All horizontal lapped siding shall have a maximum of eight inches (8") per board exposed to weather.

Masonite siding will be permitted only under the following conditions:

- 1) in gables, if brick is used below gable level,
- 2) if used as a veneer other than in a gable, it must not exceed fifteen percent (15%) of the total coverage excluding gables.

Any exceptions must be approved in writing by the Committee.

B) Exterior painting will be in soft tones not to include high gloss finishes or pure red.

C) All windows must be wood framed or encased. Aluminum windows will not be permitted.

D) Roofs on all structures must have a minimum 6/12 pitch. No Gambrel or Mansard roofs will be permitted. Shingles must be of a natural color or slate. No white roofing materials of any kind will be permitted.

E) All stack pipes, exhaust fans, and other roof projections shall be located on the rear side of building roofs, and painted to match the approved roofing color.

F) Front steps shall be constructed of brick, the same as that approved by the Committee.

G) All shutters shall be wood paneled or typical wood louvered.

4. TEMPORARY STRUCTURES: No trailer, tent, shack, barn, servant house, garage, or other outbuilding shall be erected on any Lot within the Property prior to the completion of a dwelling house or at any time thereafter.

5. BUILDING LOCATION: The location of any structure, alteration, or addition in relation to the front and side boundaries of any Lot within the Property will be determined according to the requirements of the local governmental authority having jurisdiction over the Property.

6. GARAGES: The objective of the Committee will be to prevent the visibility of garage openings from the street and from neighboring yards to the extent practicable. The Committee shall require automatic garage door closures for garages which are visible or partially visible from the street and shall require satisfactory screening for open garages facing neighboring yards.

7. CARPORTS: Carports will be allowed only with special approval by the Architectural Control Committee.

8. FENCES AND HEDGES:

A) No fences or walls shall be constructed unless first approved by the Committee. The approval of the Committee shall be governed by the following:

- 1) No fences or walls may be built above the grade of the Lot in

front of the rear line of the main residential dwelling house, except any fence or wall which appears to the Committee to be an integral part of the architecture.

2) On corner lots, no fence may protrude into the side yard of the lot on the side that faces the adjoining street.

3) No chain link, wire, or metal fence of any kind may be constructed.

B) No hedges may exceed three feet in height in front of the residential dwelling house.

C) Lots 101, 102, 103, 104, 105, and any lot with a minimum 75 foot set-back will be excepted from Section 8 of this Declaration in the event the owners desire a "monument" type entrance. In any event, each entrance must be approved by the Architectural Committee.

9. UTILITIES, WIRING, AND ANTENNAES:

A) To the extent of the interest of the owner of a Lot within the Property, no facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Lot and no external or outside antennae, including satellite dishes, of any kind shall be maintained.

B) To the extent of the interest of an owner of a Lot, the owner of a Lot will not erect or grant to any person, firm or corporation a right, license or privilege to erect or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical or telephone service on the Property (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave the particular area) without the prior written consent of the Committee.

C) To the extent of the interest of the owner of each Lot, such owners agree to connect utility service lines (including, but not limited to, gas, water, sewer, cable television, and electricity) at points designated by the Developer.

10. EASEMENTS: Easements to each Lot for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the Property in Map Book 143, Pages 51, 52, & 53 in the Probate Office of Jefferson County, Alabama.

11. MAILBOXES: All mailboxes and posts must be constructed and located according to the Developer's specifications.

ARTICLE III

ARCHITECTURAL CONTROL

1. APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE: No structure, building, or fence shall be commenced, erected, placed, moved on to or permitted to remain on any Lot within the Property, nor shall any existing structure upon any Lot within the Property be altered in any way which materially changes the exterior appearance thereof, unless plans and specifications thereof shall have first been submitted to and approved by the Architectural Control Committee (herein defined). Such plans and specifications shall be in such form and shall contain such information, as may be required by the Architectural Control Committee and shall include, but not necessarily be limited to:

A) a site plan of the Lot showing the location, height, and exterior design (including a summary of all proposed materials together with samples of exterior materials and paint colors) of all buildings and improvements proposed to be constructed on the Lot,

B) a grading, and drainage plan for the Lot.

The plans shall be submitted to the Architectural Control Committee at the general office of Developer at least five days prior to the date construction is scheduled to commence and the Architectural Control Committee shall be entitled to retain said plans for its records.

2. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee (the "Committee") shall be composed of three individuals designated from time to time by the Developer. The affirmative vote of a majority of the members of the Committee shall be required in order to issue any permit, authorization or approval pursuant to the directives or authorization set forth herein.

3. EVIDENCE OF APPROVAL: The approval of the Committee shall be evidenced by a written permit executed by one or more members of the Committee and countersigned by the applicant therefor. The written permit shall be executed in duplicate with one copy to be retained by the applicant.

4. BASIS FOR DISAPPROVAL OF PLANS:

A) The scope of review by the Committee shall be limited to appearance only. THE COMMITTEE DOES NOT ASSUME OR ACCEPT BY THE FILING HEREOF ANY RESPONSIBILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER FACTORS.

B) The Committee shall have the right to disapprove any plans and specifications submitted for approval for any of the following reasons:

1) failure of such plans and specifications to comply with the covenants and restrictions herein set forth;

2) failure to include information in such plans and specifications as may have been reasonably requested by the Committee;

3) objection to the exterior design, appearance or materials of any proposed structure or improvement;

4) incompatibility of any proposed structure or improvement or use thereof with existing structures or uses upon other Lots in the Property;

5) objection to the site plan, clearing plan, drainage plan for any parcel;

6) objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any proposed structure or improvement;

7) failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environment of the Lot;

8) any other matter which, in the judgement of the Committee, would render the proposed structure, improvement or uses inharmonious with the general plan of improvement of the Property or with structures, improvements, or uses located upon other Lots in the Property.

C) Approval of plans and specifications submitted to the Committee shall terminate and be rendered void if construction is not begun within six (6) months after the date of the certificate evidencing such approval unless such six (6) month period is extended by the Committee in which event the extended time period shall be applicable.

D) In any case where the Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

5. RETENTION OF COPY OF PLANS: Upon approval by the Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

6. FAILURE TO OBTAIN APPROVAL: If any structure or improvement shall

be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Committee pursuant to the provisions of this Article III, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this covenant, and without the approval required herein, and, upon written notice from the Committee, any such structure or improvement so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or realtered, and any such use shall be terminated, so as to extinguish such violation.

If fifteen (15) days after the notice of such a violation the owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Developer shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish violation and the cost thereof shall be a binding, personal obligation of such owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. The lien provided in this covenant shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Jefferson County prior to the recordation among the Land Records of Jefferson County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

7. CERTIFICATE OF COMPLIANCE: Upon completion of the construction or alteration of any structure or improvement in accordance with plans and specifications approved by the Committee, the Committee shall, upon written request of the owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure or improvement and the Lot on which such structure or improvement is placed, and stating the plans and specifications, the location of such structure or improvement and the use or uses to be conducted thereon have been approved and that such structure or improvement complies with the requirements of the Committee. Preparation and recording of such certificate shall be at the expense of such owner. Any certificate of compliance issued in accordance with the provisions of this Section 7 shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all structures or improvements on the Lot, and the use or uses described therein comply with all the requirements of this Article III, and with all other requirements of this Declaration as to which the Committee exercises

any discretionary or interpretive powers.

8. INSPECTION RIGHTS: Any agent of Developer or the Committee may at any reasonable time or times enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures and improvements thereon are in compliance with the provisions hereof; and neither Developer nor the Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

9. WAIVER OF LIABILITY: Neither the Committee nor any architect nor agent thereof, nor Developer, nor any partner, agent, or employee of any of the foregoing, shall be responsible in any way for any failure of structures or improvements to comply with requirements of this Declaration, although a certificate of compliance has been issued, any defects in any plans and specifications submitted, revised, or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications and all persons submitting any such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to in this Section 9 for any cause arising out of the matters referred to in this Section 9 and further agree to and do hereby release said entities and persons for any and every such cause.

ARTICLE IV

USE OF THE PROPERTY

1. TREES: No tree shall be moved from any Lot within the Property without the express written authorization of the Committee. In carrying out the provisions of this section, the Developer and the Committee and the respective agents of each may come upon any part of the Property during reasonable hours for the purpose of inspecting trees or in relation to the enforcement and administration of the provisions hereof. Neither the Committee nor the Developer nor their respective agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

2. SIGNS: No sign of any kind shall be displayed to the public view except signs of not more than five (5) square feet to advertise a home for sale or builder's signs during construction and prior to the sale of the home by the builder.

3. ANIMALS: No animals, birds, livestock, or insects shall be kept or maintained

on any of the Property except that each owner of a Lot may maintain not more than two dogs and two cats as domestic pets, provided that such domestic pets are confined to the Lot of the owner of such pets.

4. GARBAGE AND REFUSE: No lumber, metals, or bulk materials shall be kept, stored, or allowed to accumulate on any Lot within the Property, except building materials during the course of construction of any approved structure or improvement. No refuse or trash shall be kept, stored or allowed to accumulate except between scheduled pick-ups and in accordance with the provisions hereof. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, such trash or refuse may be placed in sanitary containers. Such sanitary containers may be placed in the open, on any day that a pick-up is to be made, at such place on the lot as to provide access to the persons making such pick-up. All other times such containers shall be stored in such manner so that they cannot be seen from adjacent surrounding property.

5. OUTSIDE BURNING: Burning of trash, refuse or other materials on any Lot within the Property shall be prohibited.

6. PIPES: No water pipe, gas pipe, sewer pipe, or drainage pipe shall be installed or maintained above the surface of the ground of any Lot within the Property, except for hoses and movable irrigation pipes.

7. OIL AND MINING: No Lot within the Property shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

8. NUISANCE: No obnoxious, offensive or illegal activity shall be carried on upon any Lot within the Property nor shall anything be done on any Lot within the Property which may become an annoyance or nuisance to other Lots within the Property.

9. STORAGE OF BOATS AND TRAILERS: Storage of boats, boat trailers, house trailers, campers, recreational vehicles or similar equipment or vehicles in the open on any Lot shall be prohibited.

10. AIR CONDITIONER UNITS: No window or thru-the-wall A/C units will be permitted.

11. CLOTHES LINES: No clothes lines of any kind will be permitted.

ARTICLE V

GENERAL1. OBLIGATION OF OWNER TO BUILD:

A) Each owner of an unimproved Lot shall commence construction of a residential dwelling house in accordance with the requirements herein set forth on or before the expiration of one year from the date of conveyance of such Lot to the owner, and shall complete the construction of such residential dwelling house on or before the expiration of one year from the commencement of construction, but in no event later than two years from date of conveyance of said Lot.

B) In the event a residential dwelling house on any Lot within the Property is damaged or destroyed in whole or in part, the owner shall be obligated to repair or replace said structure within one year from date of such damage or destruction and such repair and replacement of said structure shall be in accordance with the covenants and restrictions set forth in this Declaration. Further, all debris resulting from such damage or destruction must be removed and the Lot restored to a slightly condition with reasonable promptness, but not later than ninety (90) days after such damage or destruction.

2. RESTRICTION ON ALIENATION OF PROPERTY:

A) Except as provided in subparagraph (B) below, the owner of a Lot shall have the right to sell, mortgage, hypothecate, subject to any security device, transfer, assign, lease, or otherwise dispose of all or a portion of his interest in said Lot subject to the covenants and restrictions herein set forth, including the purchase option of Developer set forth in Section 3 of this Article V.

B) The owner of a Lot shall have no right to sell, assign, transfer, convey, lease or otherwise dispose of all or a portion of his interest in said Lot at any time prior to the first to occur of either (1) the commencement of construction of a residential dwelling house as required under subparagraph (a) above, or (2) the expiration of one year from the date of conveyance, without first giving written notice to the Developer stating the intention of the owner to so dispose of his Lot. Thereafter, the owner shall have the right to sell, transfer, assign, lease or otherwise dispose of all or a portion of his interest in said Lot subject to the covenants and restrictions herein set forth, including the purchase option of Developer set forth in Section 3 of this Article V.

3. DEVELOPER'S RIGHT TO REPURCHASE:

A) In the event of the occurrence of any of the following:

1) the owner of a Lot shall fail to commence construction of a residential dwelling house on such Lot within one year from date of conveyance as required in Section 1 (A) above; or

2) the owner of a Lot shall fail to complete construction of a residential dwelling house on such Lot within two years from date of conveyance of said Lot as required in Section 1 (A) above; or

3) the owner of a Lot shall give written notice to Developer of his desire to sell or otherwise transfer said Lot as required in Section 2 (B) above; the Developer shall have the right to purchase the Lot from said owner at a price equal to the price paid by the owner for said Lot, without interest. The Developer shall exercise its right to so purchase the Lot of the owner by giving written notice to the owner at the last address furnished to the Developer by the owner within whichever of the following periods is applicable:

i) 180 days from the expiration of one year after date of conveyance of the Lot to the owner in the case of (1) above;

ii) 180 days from the expiration of two years from date of conveyance of the Lot to the owner in the case of (2) above; or

iii) 30 days after delivery of written notice to the Developer in the case of (3) above.

B) In the event that the Developer exercises its option to purchase the Lot of an owner as herein provided, the Developer shall be obligated to purchase, and the owner shall be obligated to sell, the Lot on the terms and conditions set forth herein at a closing to be held on or before thirty (30) days after the exercise of the option.

At the closing, the Developer shall pay the purchase price in funds immediately available to the owner, and the owner shall deliver a general warranty deed conveying said Lot to Developer free and clear of any liens or encumbrances, less and except those easements, restrictions, and encumbrances (but excluding any mortgage securing indebtedness of owner) reflected on the deed from Developer to owner.

C) The right of the Developer to purchase the Lot from an owner for failure to comply with Section 1 hereof shall be in addition to, and not in limitation of all other rights and remedies available to the Developer for failure to comply with the provisions set forth in this Declaration.

4. GRANTEE'S ACCEPTANCE: The grantee of any Lot subject to the coverage of this Declaration, by acceptance of the deed or other instrument conveying an interest

in or title to, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent owner of such Lot, shall accept such deed or other contract upon and subject to each and all of these restrictions herein contained.

5. INDEMNITY FOR DAMAGES: Each and every Lot owner and future Lot owner, in accepting a deed or contract for any Lot subject to this Declaration, agrees to indemnify Developer for any damage caused by such owner, or the contractor, agent, or employees of such owner, to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines owned by Developer, or for which Developer has responsibility, at the time of such damage.

6. SEVERABILITY: Every one of the provisions and restrictions is hereby declared to be independent of, and severable from the rest of the provisions and restrictions and of and from every other one of the provisions and restrictions and of and from every combination of the provisions and restrictions. Invalidation by any court of any provision or restriction in this Declaration shall in no way affect any of the other provisions or restrictions which shall remain in full force and effect.

7. RIGHT OF DEVELOPER TO MODIFY RESTRICTIONS WITH RESPECT TO UNSOLD LOTS: With respect to any unsold Lot, Developer may include in any contract or deed hereinafter made or entered into such modifications and/or additions to this Declaration as Developer in his discretion desires.

8. CAPTIONS: The captions preceding the various paragraphs and subparagraphs of this Declaration are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of this Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

9. EFFECTS OF VIOLATION ON MORTGAGE LIEN: No violation of any of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' or foreclosure sale shall be bound by and subject to this Declaration as fully as any other owner of any portion of the Property.

10. NO REVERTER: No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

11. DURATION AND AMENDMENT: The restrictions contained in this Declaration

shall run with and bind the Property, shall inure to the benefit of and shall be enforceable by Developer, the Architectural Committee, and the owner of any Lot included in the Property, their respective legal representatives, heirs, successors and assigns until the 31st day of December in the year 2010, after which time said restrictions shall be automatically extended for successive periods of ten years. This Declaration may not be amended in any respect except by the execution of an instrument signed by not less than 51% of the Lot owners, which instrument shall be filed for recording among the Land Records of Jefferson County, Alabama, or in such other place of recording as may be appropriate at the time of the execution of such instrument. After December 31, 2010, this Declaration may be amended and/or terminated in its entirety by an instrument signed by not less than 51% of the Lot owners which instrument shall be filed for recording among the Land Records of Jefferson County, Alabama, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

12. ENFORCEMENT: In the event of a violation or breach of any of these restrictions or any amendments thereto by any owner of a Lot, or employee, agent, or lessee of such owner, the owner(s) of Lot(s), Developer, their successors and assigns, or any party to whose benefit these restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages or other dues, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence of continuation of said violation or the occurrence of a different violation.

Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled specifically to relief by way of injunction as well as any other available relief either at law or in equity.

Any party to a proceeding who succeeds in enforcing a restriction or enjoining the violation or a restriction against a Lot owner may be awarded a reasonable attorney's fee against such Lot owner.

13. NO WAIVER: The failure of any party entitled to enforce any of these restrictions herein contained shall in no event be considered a waiver of the right to

do so thereafter, as to the same violation or breach or as to such a violation or breach occurring prior or subsequent thereto; provided, however, that approval of plans pursuant to Article III shall be binding on any and all parties as a conclusive determination that such plans are in conformity with these restrictions.

IN WITNESS WHEREOF, the undersigned as the owner of the Property has caused this Declaration to be executed as of the 15th day of April, 1985.

Countrywood Highlands Developers
Joint Venture, a general partnership
whose partners are:

DAVENPORT COMPANIES, INC.

James D. Davenport
James D. Davenport
Its President

GSL SERVICE CORPORATION

By: *Edward Boyd*
Its President

TVB JOINT VENTURE, a general partnership
whose partners are:

William H. Trimm
William H. Trimm, Partner

New River Coal Company, Inc.

By: *John B. ...*
Its President

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED FOR RECORD
REAL 2683 PAGE 857
1985 APR 17 AM 11: 11

RECORDED & ... MTG. TAX
& ... STATE TAX HAS BEEN
PD. ON THIS INSTRUMENT.
O. H. ...
JUDGE OF PROBATE

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