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STATE OF ALABAMA,

COUNTY OF LIMESTONE.

RLPY 2014 15763
 Recorded In Above Book and Page
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 Charles C. Woodroof
 Judge of Probate
 Limestone County, AL

**RESTRICTIVE COVENANTS
 OF
 CALDERA RIDGE PHASE II**

WHEREAS, by Warranty Deed recorded in RLPY Book 2001, at Page 4709, in the Probate Office of Limestone County, Alabama, Sarah Jeanette Newby conveyed to Donal L. Peek, Mickey Fowler, Lisa S. Bates and James Keith McDaniel 78.608 acres, more or less, located in Section 29, Township 3 South, Range 3 West, Limestone County, Alabama; and

WHEREAS, Donal L. Peek, Mickey Fowler, Lisa S. Bates and James Keith McDaniel subdivided said 78.608 acres into twenty-one (21) lots known as Cotton Country Two, a Minor Subdivision, as shown by plat recorded in Plat Book G, at Page 68, in the Probate Office of Limestone County, Alabama; and

WHEREAS, by Warranty Deed recorded in RLPY Book 2001, at Page 18019, Donal L. Peek, Mickey Fowler, Lisa S. Bates and James Keith McDaniel conveyed to Dick Chittam and Philip Collier Lots 1, 2, 3, 4 and 5 of Cotton Country Two, according to the plat of said subdivision recorded in Plat Book G, Page 68, in the Probate Office of Limestone County, Alabama, subject to Subdivision Restrictions, a copy of which are attached hereto as Exhibit "A"; and

WHEREAS, Dick Chittam and Philip Collier subdivided said Lots 1, 2, 3, 4 and 5 into Lots 1, 2 and 3 of Replat of Lots 1, 2, 3, 4 & 5 of Cotton Country Two (A Minor Subdivision) as shown by plat recorded in Plat Book G, at Page 145; and

WHEREAS, by Warranty Deed recorded in RLPY Book 2003, at Page 47598, Donal L. Peek, Mickey Fowler, Lisa S. Bates and James Keith McDaniel conveyed to Robinson-Baughner Homebuilders, Inc. Lots 6, 7, 8, 9, 10 and 11 of Cotton Country Two, according to the plat of said subdivision recorded in Plat Book G, at Page 68, in the Probate Office of Limestone County, Alabama, subject to Restrictive Covenants which were identical to the Subdivision Restrictions contained in the Warranty Deed recorded in RLPY Book 2001, at Page 18019, in said Probate Office and attached hereto as Exhibit "A"; and

WHEREAS, by Warranty Deed recorded in RLPY Book 2003, at Page 81753, Robinson-Baughner Home Builders, Inc. conveyed to B & P, L.L.C. Lots 6, 7, 8, 9, 10 and 11 of Cotton Country Two, according to the plat of said subdivision on file in the Probate Office of Limestone County, Alabama, in Plat Book "G", at Page 68; and

WHEREAS, by Warranty Deed recorded in RLPY Book 2005, at Page 18867, Keith Griffin conveyed to B & P, L.L.C. Lots 1, 2 and 3 of the Re-plat of Lots 1, 2, 3, 4 and 5 of Cotton Country Two, a minor subdivision, according to the plat of said subdivision recorded in Plat Book G, at Page 145, in the Probate Office of Limestone County, Alabama; and

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WHEREAS, pursuant to Warranty Deeds recorded in RLPY Book 2003, at Page 81753, and RLPY Book 2005, at Page 18867, B & P, L.L.C. owns Lots 1 through 11 of Cotton Country Two, according to the plat of said subdivision recorded in Plat Book G, at Page 68, in the Probate Office of Limestone County, Alabama, as originally platted; and therefore, B & P, L.L.C. owns a majority of the lots in said subdivision; and

WHEREAS, B & P, L.L.C. was conveyed real property, containing 1.012 acres, more or less, pursuant to the Warranty Deed recorded in RLPY 2008, at Page 15439, in the Probate Office of Limestone County, Alabama; and

WHEREAS, pursuant to No. 8 of the Subdivision Restrictions contained in Warranty Deed recorded in RLPY 2001, at Page 18019, in said Probate Office, and No.8 of the Restrictive Covenants contained in the Warranty Deed recorded in RLPY 2003, at Page 47598, in said Probate Office, which as shown on Exhibit "A" attached hereto reads in part as follows: "... Hereafter, said covenants shall be automatically extended for successive periods often (10) years, unless an instrument signed by a majority of the then owners of the lots has recorded, agreeing to change said covenants in whole or in part"; and

WHEREAS, B & P, L.L.C., as the owner of a majority of the lots of Cotton Country Two, according to the plat of said subdivision on file in the Probate Office of Limestone County, Alabama, in Plat Book G, at Page 68, desires to change the restrictions/covenants in whole; and

WHEREAS, B & P, L.L.C., has subdivided a portion of Lots 1 through 11 of Cotton Country Two, according to the plat of said subdivision recorded in Plat Book G, at Page 68, in the Probate Office of Limestone County, Alabama, and that certain real property conveyed by Warranty Deed recorded in RLPY 2008, at Page 15439, in the Probate Office of Limestone County, Alabama into fifty-one (51) lots known as Caldera Ridge Phase II, according to the Final Plat of said subdivision on file in the Probate Office of Limestone County, Alabama in Plat Book H, at Page 400; and

WHEREAS, B & P, L.L.C., contemplates selling all lots in Caldera Ridge Phase II, that it owns, and desires to restrict said lots, further than the restrictive covenants in the deeds referenced above, so that all deeds and other instruments conveying or any way alienating any of said lots and/or common areas, shall be made subject to the following restrictions, covenants and conditions which shall be permanent and shall run with the land, and upon execution of any deed to a Grantee shall be deemed accepted by such Grantee.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that, for and in consideration of the above premises, B & P, L.L.C., ("*Developer*"), as the owner of the real property contained in the Warranty Deed recorded in the Probate Office of Limestone County, Alabama, in RLPY 2008, at Page 15439, and a majority of the lots of Cotton Country Two, according to the plat of said subdivision on file in the Probate Office of Limestone County, Alabama, in Plat Book G, Page 68, does hereby change existing restrictions, covenants in whole such that said changes shall apply to all fifty-one (51) lots of Caldera Ridge Phase II, according to the Final Plat of said subdivision on file in the Probate Office of Limestone County, Alabama in Plat Book H, at Page 400, and all instruments conveying any of the fifty-one (51) lots shall be made subject to the following restrictions, covenants and conditions, and accepted by each grantee, as follows:

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ARTICLE I**GENERAL**

1.01 **AMENDMENT OF RESTRICTIONS:** So long as Developer owns at least Fifty (50%) Percent of the lots within Caldera Ridge Phase II, these restrictions may be modified and amended by the Developer. Once the Developer no longer owns at least Fifty (50%) Percent of said Lots, these restrictions may any time be modified, altered, omitted, amended or changed by recorded instrument, in writing, agreed to and signed by the owner, or owners of record of seventy-five (75%) percent of the lots of the subdivision; provided however that so long as Developer still owns any lot or lots in Caldera Ridge Phase II, these restrictions may not be modified, altered, omitted, amended or changed without Developers written consent on any such modification, alteration, omission, amendment or change.

1.02 **CONSENT OF LOT OWNERS:** Whenever the consent of the owners of the lots in Caldera Ridge Phase II is required with respect to any action described herein, the consent of the owner or owners of said lots shall be deemed given if the record owner of such lot(s) (or a majority of such, record owners of a lot, if more than one) shall evidence such consent in writing;

1.03 **COVENANTS:** These covenants shall apply to and run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

1.04 **ENFORCEMENT:** These restrictions may be enforced by any owner, or any lessees of an owner in Caldera Ridge Phase II, by the Association, or by the Developer, by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or provisions set forth herein. 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 reoccurrence or 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. The party(ies) successfully bringing such an action shall be entitled to recover reasonable attorneys' fees, expenses and costs in addition to any other granted relief or damages. Neither the undersigned, nor any committee formed by the undersigned, or committee which the undersigned is a member organized to enforce these covenants, nor the employees, agents or assigns of the undersigned or any such committee, may be held liable for the failure to enforce the covenants contained herein.

1.05 **SEVERABILITY:** Invalidation of anyone or more of the provisions hereof by a judgment or court order shall not in any manner affect any of the other provisions hereof, and such provisions shall remain in full force and effect.

1.06 **CAPTIONS:** The captions preceding the various paragraphs of these covenants are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision hereof. 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.

ARTICLE II

USE RESTRICTIONS

2.01. **LAND USE AND BUILDING TYPE:** All land shall be for residential purposes only and only single detached family dwellings shall be permitted. A home office may be operated from a residence so long as there is no sign of any kind referring to the business displayed on the premises. Buildings customary to house family pets such as dogs and cats, for personal, not commercial use, shall be allowed.

2.02. **LOCATION OF DWELLING ON LOT:** No dwelling shall be constructed closer than eight (8) feet from any side lot lines. The location of the dwelling on the lot must be approved by the Architectural Control Committee.

2.03. **MINIMUM STRUCTURE AND SIZE:** No dwelling shall be built, erected, or altered, in or on any lot having less than fifteen hundred (1,500) square feet of heated space.

2.04. **DWELLING QUALITY:** All dwellings shall be constructed on site and must be full brick, rock or similar manmade material. Foundations shall be blocks. No exposed concrete block foundations will be permitted. No manufactured housing shall be allowed. Only buildings of good conforming architectural design and suitable materials shall be erected. Construction must substantially comply with the latest Codes of National Bureau of Fire Underwriters, National Plumbing Code and National Electrical Code. Construction that does not conform in character and comparative quality with the rest of the properties shall not be allowed. Rooflines/slopes shall be in keeping with current trends and in general very shallow slopes shall not be allowed on the primary structure. Roofs must have dimensional shingles. The type of structure will substantially influence the Architectural Control Committee in determining minimum roof slopes on the primary structure, with the guidelines that roof slopes of the primary structure equal to or greater than 6/12 are strongly desired.

The exterior of all residences, garages, accessory buildings, and other structures must be approved by the Architectural Control Committee.

2.05. **COMPLETION OF CONSTRUCTION:** The construction of any residence shall be completed within one (1) year from the beginning of construction thereof.

2.06. **LOCATION OF DWELLING ON LOT:** No dwelling shall be constructed closer than eight (8) feet from any side lot lines. The location of the dwelling on the lot must be approved by the Architectural Control Committee. The provision in this paragraph 2.06 requiring approval of the Architectural Control Committee shall not apply to Developer.

2.07. **GARAGES/DETACHED GARAGES:** For each of the above single family dwellings, a double garage not less than four hundred (400) square feet is required which shall not

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be included in the minimum square footage for heated space as stated above. Detached garages shall have the same exterior finish as the home and shall be located no closer to street than the front of home. All detached garages must have separate approval of the Architectural Control Committee. No carports are allowed.

2.08. **MAILBOXES:** The same designer wrought iron mailbox, which will be provided by the developer at the lot owner's expense, must be used throughout the subdivision. No brick mailboxes will be allowed. Each lot owner shall be responsible for the maintenance and replacement of mailbox as to keep it in a state of repair at all times

2.09. **WALLS AND FENCES:** Fences are allowed on the rear yard only and must be constructed of wood, vinyl or wrought iron. Wooden fences must have a shadow-box style facing adjoining landowner. No fences or walls may be erected unless approved by the Architectural Control Committee as to design, materials, color, location and height, and once erected no fences or walls may be taken down, altered, or destroyed, unless approved by the Architectural Committee. The owner shall the obligation to maintain and repair all fences or walls. No chain link fences or wire fences are allowed.

2.10. **ACCESSORY BUILDING:** Accessory buildings shall be permitted if constructed on site. All accessory buildings and the like must be located at the rear of the lot and conform and blend with the main dwelling in type and appearance. No metal buildings of any type will be allowed. All accessory buildings must be approved by the Architectural Control Committee.

2.11. **TEMPORARY DWELLINGS:** No temporary buildings, house trailers, mobile homes, recreational vehicles, boats, campers, tents, shacks, abandoned cars, or any structure or facility that has ever been a mobile home with or without wheels, may be erected, placed or permitted to remain on any lot at any time as a temporary or permanent residence, or used for storage.

2.12. **LANDSCAPING:** The front and side lawns shall be sodded.

2.13. **ANIMALS:** No dog or cat breeding, poultry houses, swine or commercial livestock or commercial animal operations of any kind will be permitted. No animals typically found on farms, such as horses, cows, goats, ducks, chickens, pigs, etc. will be permitted. Family pets such as dogs and cats will be allowed in reasonable numbers. Notwithstanding the foregoing, no animal, which constitutes a nuisance, in the opinion of the Association, may be kept on any lot.

2.14. **VEHICLE STORAGE:** No boat, boat trailer, trailer, motor home, recreational vehicles, campers, trucks larger than 3/4 ton, bus, disabled car, or any similar items shall be stored in the open, on any lot, for a period of time in excess of forty-eight (48) hours. Boats and other recreational vehicles are permitted on rear portion of lot if screened from street view. No lot shall be used to keep or store boats or recreational vehicles, as provided herein, for anyone other than the owner(s). No vehicle which is unsightly in the sole judgment of the Architectural Control Committee shall be allowed.

2.15. **VEGETABLE GARDENS:** Vegetable gardens must be located to conform with general landscaping of each lot and screened from view by hedges or other type of shrubbery or evergreens.

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2.16. **CLOTHESLINES**: Clothes lines or other clothes hanging devices are prohibited.

2.17. **SIGNS**: No sign of any kind shall be displayed to the public view on any lot except one professional sign for not more than 10 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Notwithstanding the foregoing, the Developer specifically reserves the right for themselves, their heirs, successors; and nominees and assigns to place and maintain signs in connection with marketing and sales of lots and identifying and informational signs anywhere on the Property

2.18. **NUISANCE**: No obnoxious, offensive or illegal activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

2.19. **ACCUMULATION OF REFUSE/GARBAGE**: No lots shall be used, maintained or allowed to remain or be used as a junk yard, dumping ground for rubbish, trash, garbage or other waste. Equipment and or containers for storage or disposal of such material shall be kept in a clean and sanitary condition. No inoperable auto or truck or one being kept for restoration or repair may be left visible on the property for more than fourteen (14) days. The Architectural Control Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of garbage containers permitted and the manner of storage and screening of the same.

2.20. **MINING**: No lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing gas, coal, oil or other by hydrocarbons, sulfur or other minerals, gravel or earth.

2.21. **TRANSMISSION EQUIPMENT, ANTENNNAS AND SATELLITE DISHES**: Any satellite dish erected on any lot shall be located to the rear of the house and no nearer to any lot line than fifteen (15) feet. Otherwise, no external antennas of any kind shall be maintained except television antennas on structure roofs or television antennas on the rear portion of the tract with a maximum height of twenty-five (25) feet above ground. Any such structures must be located far away enough from property lines so that if they fall they will not fall outside the property line of the tract whereon they are erected. The installation of any antenna or satellite dish must be approved by the Architectural Control Committee.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

3.01 **ARCHITECTURAL CONTROL COMMITTEE**: In order that compliance may be had with the foregoing and to maintain an attractive harmonious appearance of the subdivision, the prospective builder will submit to the approving authority a home blueprint consisting of outside elevations, floor plans, and outline specifications. In conjunction with the submittal of the above home blueprint to the Architectural Control Committee, the prospective builder shall provide a site plan depicting the structure in relation to the lot dimensions. The site plan can be a sketch, in

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nature, but must be dimensionally correct so as to define the structure and lot relationships including the driveway(s). No construction shall begin until the approving authority approves, in writing, the home blueprint and site plan for the dwelling. The same will be required for any alterations, addition or other type construction not covered by the original approval. Until such time as all lots have been sold, the Architectural Control Committee shall be composed of at least two (2) (but not more than five (5)) persons designated and re-designated from time to time by Developer until control of the Architectural Committee is specifically delegated by the Developer to the Association. After Control of the Architectural Committee has been delegated by Developer to the Association there shall continue to be at least two (2) (but not more than five (5)) members, and by the Association after delegation of such control. Delegation of control of the Association and the Architectural Committee from the Developer to the Association shall be evidenced by an instrument signed by Developer and filed for record in the Probate records of Limestone County, Alabama.

Except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. With regard to review of plans and specifications as set forth in this Article I, however, and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the entire Architectural Control Committee, each individual member of the Architectural Control Committee shall be authorized to exercise the full authority granted herein to the Architectural Control Committee. Any approval by one such member of any plans and specifications submitted under this Article III, or the granting of any approval, permit or authorization by one such member in accordance with the terms hereof, shall be final and binding. Any disapproval or approval based upon modification or specified conditions by one such member shall also be final and binding.

The Architectural Control Committee shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this declaration, and no member of this committee shall have any liability, responsibility, or obligation, whatsoever, for any decision or lack thereof, in the carrying out of duties as a member of such committee. Such committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this declaration shall rest with the homeowner. Each homeowner agrees to save, defend, and hold harmless the Architectural Control Committee and each of its members on account of any activities of this committee relating to such owner's property or buildings to be constructed on his or her property.

3.02 APPROVAL REQUIRED: No structure shall be commenced, erected, placed, moved onto or permitted to remain on any lot, nor shall any existing structure upon any lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any lot, unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the Architectural Control Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Control Committee, including, but not limited to, architectural plans, elevations and specifications showing the nature, kind, exterior color schemes, shape, height and materials of all structures proposed for the lot, a site plan of the parcel, a grading plan for the lot, a drainage plan and a plan for landscaping. The provisions of this paragraph 3.02

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shall not be applicable to the Developer, its successors or assigns, or the Contractor of Developer, during the construction of homes within Caldera Ridge Phase II.

A structure shall be defined to be any thing or device (other than trees, shrubbery, but shrubbery less than two feet in height if in the form of a hedge, and landscaping), the placement of which upon any lot may affect the appearance of such lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bath house, covered or uncovered patio, mailbox, swimming pool, clothes line, radio or television antenna, fence, curbing, paving, wall or hedge more than two feet in height, signboard or any temporary or permanent living quarters (including any house trailer or mobile home) or any other temporary or permanent improvement to such lot, and also any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any parcel, and any change in the grade of any lot of more than six inches from that existing at the time of purchase by each owner.

3.03 **BASIS FOR DISAPPROVAL OF PLANS:** The Architectural Control Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (a) Failure of such plans or specifications to comply with any of the Restrictions;
- (b) Failure to include information in such plans and specifications as may have been reasonably requested;
- (c) Objection to the exterior design, appearance or materials of any proposed Structure;
- (d) Incompatibility of any proposed structure or use with existing structures or uses upon other lots in the vicinity;
- (e) Objections to the location of any proposed structure upon any lot or with reference to other lots in the vicinity;
- (f) Objection to the site plan, grading plan, drainage plan or landscaping plan for any lot;
- (g) Objection to the color scheme, finish, proportions, style of architecture, materials, height, bulk, or appropriateness of any proposed structure;
- (h) Failure of plans to take into consideration the particular topography, vegetative characteristics, natural environment and storm water runoff of the parcel; or
- (i) Any other matter, which, in the judgment of the Architectural Control Committee, would render the proposed structure, structures or uses inharmonious with the general plan of improvement of the property or with structures or uses located upon other lots in the vicinity.

Approval of any such plans shall terminate and be rendered void if construction is not begun within six (6) months after such approval unless such six (6) month period is extended by

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agreement with the Architectural Control Committee in which event the extended time period shall be applicable.

In any case where the Architectural Control 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 Architectural Control 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.

The scope of review by the Architectural Control Committee is limited to appearance only and does not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes or standards, or any other similar or dissimilar factors.

3.04 RETENTION OF COPY OF PLANS: Upon approval by the Architectural Control 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 Architectural Control Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

3.05 RULES OF ARCHITECTURAL COMMITTEE; EFFECT OF APPROVAL AND DISAPPROVAL; TIME FOR APPROVAL: The Architectural Control Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on lots, including, without limitations, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Control Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Control Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Control Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any lot of any plans or specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other lot or lots. Approval of any such plans and specifications relating to any lot, however, shall be final as to that lot and such approval may not be revoked or rescinded thereafter, provided, (i) that the structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in the Restrictions, and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all structures on and uses of the lot in question.

In the event that the Architectural Control Committee fails to approve, disapprove, or approve conditionally any plans and specifications as herein provided within thirty (30) days after proper submission thereof, the same shall be deemed to have been approved, as submitted and no further action shall be required.

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3.06 FAILURE TO OBTAIN APPROVAL: If any structure 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 Architectural Control 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 Article III, and without the approval required herein, and, upon written notice in form approved by the Architectural Control Committee, any such structure so altered, erected, placed or maintained upon any lot in violation hereof shall be removed or re-altered, 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, Developer or the Association 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 such violations 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 Section 3.06 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 Limestone County prior to the recordation among the land records of Limestone County prior to recordation of the deed (or mortgage) conveying the lot in question to such purchaser (or subjecting the same to such mortgage).

3.07 INSPECTION AND TESTING RIGHTS: Any agent of Developer, the Association or the Architectural Control 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 thereon are in compliance with the provisions hereof; and neither Developer, the Association nor the Architectural Control Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. Without limitation upon other inspection rights, in order to implement inspection and testing of sanitary sewer lines, each owner agrees to notify the Architectural Control Committee prior to its installation of the sanitary sewer service lines and to permit such inspection and testing thereof by the Architectural Control Committee both before and after backfill as is required by the Architectural Control Committee. Any such inspection shall be for the sole purpose of determining compliance with these Restrictions, and neither the making of any such inspection, nor the failure to make any such inspection, shall be relied upon by the owner of a lot or any third persons or entities for any purpose whatsoever; nor shall any such inspection obligate the Developer, the Association or the Architectural Control Committee to take any particular action based on the inspection.

3.08 WAIVER OF LIABILITY: Neither the Architectural Control Committee nor any architect nor agent thereof, nor the Association, nor the Developer, nor any agent or employee of the foregoing, shall be responsible in any agent or employee of the structures to comply with requirements of this Declaration, although a certificate of compliance has been issued, nor for 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 relying thereon or benefiting therefrom agree not to sue or claim against the entities and persons referred to in this Section 3.08 for any cause arising out of the matters referred to in this Section 3.08 and further agree to and do hereby release said entities and persons for any and every such cause.

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ARTICLE IV

ZONING AND SPECIFIC RESTRICTIONS

4.01 These Restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provisions of such laws, rules, regulations, deeds, leases or the Restrictions shall be taken to govern and control.

ARTICLE V

ASSOCIATION

5.01 **ASSOCIATION**: The Association shall mean and refer to Caldera Ridge Phase II Homeowners Association, Inc., an Alabama non-profit corporation, its successors and assigns ("*Association*"), said corporation to be hereafter formed by the Developer.

Every owner (but not mortgagee) of a lot shall be deemed to have a membership in the Association. No owner, whether one or more persons, shall have more than one membership per lot owned. The owners of each lot shall be entitled to one vote in the affairs of the Association.

Membership in the Association shall pass with the title to each lot as an appurtenance thereto.

5.02 **CLASS OF MEMBERSHIP**: There shall be one class of membership in the Association.

5.03 **VOTING RIGHTS**: Members shall be entitled to cast votes at Association meetings on matters pertaining to the Association, including the election of members of the Board of Directors, amending the Declaration, the Articles of Incorporation and the By-laws of the Association, and all other matters which may be brought before the Association membership except as otherwise provided in this Declaration.

5.04 **ASSOCIATION RESPONSIBILITY**: The Association shall maintain and keep in good repair the area of common responsibility or common areas, municipal easements, and such other areas as in these Restrictions provided, of the subdivision, maintenance to be funded as hereinafter provided. The maintenance shall include, but not be limited to, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping or other flora, structures, and any improvements, which may be situated upon such areas. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the common area, which shall be maintained out of regular assessments for common expenses.

5.05 **USE OF FUNDS**: The Association shall apply funds received by it's pursuant to these Restrictions, and from any other source, reasonably for the benefit of the common areas and

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areas designated by these Restrictions. The Association may purchase such insurance, including liability insurance, as it shall determine, and may pay from funds received all costs of operation, fees, permits, taxes, accounting and legal charges, and other costs and expenses of operation of the Association. If reasonably available, the Association shall obtain a public liability policy covering the common areas, the Association and its members, for all damage or injury resulting from the operation, maintenance or use of the common areas, or caused by the negligence of the Association or any of its members or agents, and any legal liability that results from lawsuits relating to employment contracts with the Association in which the Association is a party.

5.06 OBLIGATIONS OF ASSOCIATION WITH RESPECT TO FUNDS: The Association shall not be obligated to spend in any calendar year all the sums collected in such year, and may carry forward as surplus any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the annual charge in the succeeding year, but may carry forward from year to year such surplus as the Board of Directors of the Association in its absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes. The Association shall provide to all members of the Association an annual accounting of funds expended and balances remaining within 120 days after the end of any calendar year, such accounting to be at the Association's expense.

5.07 AUTHORITY OF ASSOCIATION TO CONTRACT: The Association shall be entitled to contract with any corporation, firm or other entity for the performance of the various undertakings of the Association.

5.08 AUTHORITY OF ASSOCIATION TO BORROW MONEY: The Association shall be entitled to borrow money for the purposes of the Association, up to an outstanding principal balance of \$10,000.00. Any borrowing exceeding an outstanding principal balance of \$10,000.00 shall require the approval of 51% of the votes of the membership.

5.09 AUTHORITY OF ASSOCIATION TO MAKE CAPITAL EXPENDITURES: The Association shall be entitled to make capital expenditures for the improvement of the common areas.

5.10 ASSESSMENT: For the purpose of providing funds for the purposes of the Association, and to pay all reasonable expenses incurred by the Association, the Association shall in each year, commencing with the year 2014, assess against each lot or lot of Caldera Ridge Phase II a charge (which shall be uniform with respect to all lots) equal to a specified number of dollars per lot or lots. Each such lot shall be charged with and subject to a lien for the amount of such separate assessment, which shall be deemed the "annual charge" with respect to such lot. Lots owned by Developer shall not be subject to the annual charge nor shall the Developer be required to pay any other Homeowner's dues.

5.11 DATE OF COMMENCEMENT OF ANNUAL CHARGE: The annual charge, subject to proration, shall commence upon the date of purchase of a lot or lots, but, shall be payable to Developer until such point and time that the Article of Incorporation for the Association have been recorded. Developer shall not be required to account for such funds received.

5.12 EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION: If any member shall fail to pay the annual charge on a timely basis, in addition to

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the right to sue the member for a personal judgment, the Association (or the Developer, if applicable) shall have the right to enforce the lien hereinafter imposed to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures, as in the case of mortgages under applicable law, and the amount due by such member shall include the annual charge, as well as the cost of such proceedings including a reasonable attorney's fee, and the aforesaid interest. In addition, the Association (or the Developer, if applicable) shall have the right to sell the property at public or private sale after giving notice to the member (by registered mail or by publication in a newspaper of general circulation in Limestone County, Alabama, once a week for three successive weeks) prior to such sale.

5.13 **CONTINUING LIEN:** All members' or owners' property shall be subject to a continuing lien for assessments levied in accordance with the provisions of this Declaration. The annual charge together with interest thereon and the cost of collection thereof including reasonable attorney fees as herein provided, shall be a charge on and shall be a continuing lien upon the member's or owner's property against which each such assessment or charge is made.

5.14 **PERSONAL OBLIGATION OF MEMBERS:** Each member or owner, by acceptance of a deed or other conveyance to property, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the annual charges. Each such assessment, together with interest and cost of collection, including reasonable attorney's fees, shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

5.15 **SUBORDINATION OF LIEN TO MORTGAGES:** The lien of any assessment or charge authorized herein with respect to member's or owner's property is hereby made subordinate to the lien of any bona fide mortgage on such property if, but only if, all assessments and charges levied against such property falling due on or prior to the date such mortgage is recorded has been paid. The sale or transfer of any property pursuant to a mortgage foreclosure proceeding or a proceeding in lieu of foreclosure or the sale or transfer of such property pursuant to a sale under power contained in a mortgage on such property shall extinguish the lien for assessments falling due prior to the date of such sale, transfer or foreclosure, provided that the Association shall have a lien on the proceeds of such sale senior to the equity of redemption of the mortgagor. The foregoing subordination shall not relieve a member or owner whose property has been mortgaged of his personal obligation to pay all assessments and charges falling due during the time when he is the owner of such property.

ARTICLE VI

DEVELOPER MODIFICATION

6.01 With respect to any unsold lot or parcel, Developer may include in any contract or deed hereinafter made or entered into such modifications and/or additions to these Restrictions as Developer in his discretion desires; provided, however, that these Restrictions may not be so modified to except such lot or lot from the assessment provisions of Article V or to lessen or extend the voting rights as provided in these Restrictions or in the Charter and By-laws of the Association.

ARTICLE VII

COMMON AREAS

7.01 **COMMON AREAS**: The Association shall be responsible for the exclusive management, maintenance and control of all of the common area within Caldera Ridge Phase II, and all improvements thereon, and shall keep them in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof.

7.02 **PERSONAL PROPERTY AND REAL PROPERTY FOR COMMON USE**: The Association may acquire, hold, and dispose of tangible and intangible personal property and real property. The Association will accept any personal property conveyed to it by Developer, or their successors, "as is", and any real property within the total property of Caldera Ridge Phase II conveyed to it by Developer, or their successor, by quitclaim deed.

7.03 **RULES AND REGULATIONS**: The Association may make and enforce reasonable rules and regulations governing the use of the common area. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use the common area. The Association shall, in addition, have the power of relief in any Court for violations or to abate nuisances. Imposition of sanctions shall be as provided in rules and regulations established by the Association.

7.04 **RIGHTS IN COMMON AREA**: "Common area" shall be that so designated on the plat of Caldera Ridge Phase II and subsequently conveyed by Developer to Association. Each owner of a lot in Caldera Ridge Phase II shall have the right of use of the common area, during his period of ownership, but subject to the rules and regulations established by the Association.

ARTICLE VIII

ADJACENT LAND

8.01 This declaration of covenants, conditions and restrictions shall not apply to adjacent lands owned by, or subsequently acquired by, Developer. Developer may acquire and convey additional real estate, improved or unimproved, adjacent to Caldera Ridge Phase II to the Association as additional common area, and the Association shall accept same and same thereafter shall be maintained by the Association at its expense for the benefit of all its members. Developer may also develop additional lots on adjacent land and subject such lots to this same declaration of covenants, conditions and restrictions and granting the owners membership in the Association. This article cannot be amended as stated in Article 1.01.

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IN WITNESS WHEREOF, the undersigned, who constitutes the owner of a majority of the lots of Caldera Ridge Phase II, has caused this instrument to be executed by its undersigned Members and Manager, who are duly authorized in the premises, on this the 11th day of April, 2014.

B & P, L.L.C.

BY: *Lynn Persell* (Seal)
LYNN PERSELL
ITS MEMBER AND AS ITS MANAGER

BY: *Vickie Persell* (Seal)
VICKIE PERSELL
ITS MEMBER

STATE OF ALABAMA,

COUNTY OF LIMESTONE.

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Lynn Persell, whose name as Member and as Manager of B & P, L.L.C., a limited liability company organized and existing under the laws of the state of Alabama, 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, in his capacity as a Member and as Manager, and with full authority, executed the same voluntarily on the day the same bears date, for and as the act of B & P, L. L. C.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 11th day of April, 2014.

Alan Barnes
NOTARY PUBLIC

My Commission Expires: 02/02/2016



STATE OF ALABAMA,

RLPY 2014 15778

COUNTY OF LIMESTONE.

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Vickie Persell, whose name as Member of B & P, L.L.C., *a limited liability company organized and existing under the laws of the state of Alabama*, 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, in her capacity as a Member, and with full authority, executed the same voluntarily on the day the same bears date, for and as the act of B & P, L. L. C.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 11th day of April, 2014.

Shirree Barnes
NOTARY PUBLIC

My Commission Expires: 02/02/2016



THIS INSTRUMENT PREPARED BY:
ZACHARY L. BURGREN, AN ATTORNEY AT LAW
OF THE LAW FIRM OF
ALEXANDER, CORDER & SHELLY, P.C.
P. O. BOX 1129
ATHENS, ALABAMA 35612
Phone: (256) 232 1130

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EXHIBIT "A"

THIS CONVEYANCE IS MADE SUBJECT HOWEVER TO THE FOLLOWING RESTRICTIVE COVENANTS WHICH SHALL RUN WITH THE LAND AND SHALL BE ENFORCEABLE BY GRANTORS, THEIR HEIRS AND ASSIGNS:

1. No mobile homes.
2. No chicken houses, swine parlors, or other huckstering shall be allowed on the above real estate.
3. No immobile cars, trucks or other vehicles may be stored upon or be allowed to remain upon premises.
4. Livestock may be kept on the premises, provided the acreage totals 3 or more acres; pets such as dogs and cats are allowed, provided the same are not kept for breeding or boarding purposes.
5. All trash, debris and other unsightly materials shall be promptly removed from the premises during construction or occupancy.
6. Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant.
7. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
8. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded. Thereafter, said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Recording Fee	52.00
TOTAL	52.00

6.00
1.00
7.00

THE STATE OF ALABAMA

LIMESTONE COUNTY

RLPY 2016 52636
Recorded In Above Book and Page
09/20/2016 10:37:03 AM
Charles C. Woodroof
Judge of Probate
Limestone County, AL

AMENDED RESTRICTIVE COVENANTS FOR CALDERA RIDGE PHASE II SUBDIVISION

WHEREAS, B & P, LLC, an Alabama limited liability company ("Owner"), is the owner of a certain subdivision known as Caldera Ridge Phase II ("Subdivision"), as the same is found in Plat Book H, Page 400, in the Office of the Judge of Probate of Limestone County, Alabama; and

WHEREAS, certain restrictive covenants have previously been recorded in RLPY 2014 beginning at Page 15763 in the Office of the Judge of Probate of Limestone County, Alabama ("Restriction"), which are hereby incorporated herein by reference; and

WHEREAS, the Restrictions allowed for the incorporation of future property into the overall development generally referred to as Caldera Ridge (the "Development"); and

NOW THEREFORE, the Owner, in consideration of the premises, does hereby subject the Subdivision to the Restrictions, as previously recorded in the Office of the Judge of Probate Limestone County, Alabama, subject to the following amendments and modifications thereto:

2.02: LOCATION OF DWELLING ON LOT: Replace — "Dwellings with front entry attached garages can be constructed no closer than eight (8) feet from any side lot lines. Dwellings with side entry attached garages can be constructed no closer than three (3) feet from any side lot lines as long as space between adjacent homes is twelve (12) feet. The location of the dwelling on the lot must be approved by the Architectural Control Committee. The provision in this paragraph 2.02 requiring approval of the Architectural Control Committee shall not apply to Developer or Legacy Premier Homes, Inc."

2.04: DWELLING QUALITY: Replace sentence 1— "All dwellings shall be constructed on site and must be 90% brick, rock or similar manmade material on the first floor. Gables and second story projections may be vinyl siding or similar material." Remove sentence 2 — "Foundation shall be blocks"

2.06: LOCATION OF DWELLING ON LOT: Remove duplicate of 2.02

2.08: MAILBOXES: Replace Sentence one "The same or similar designer wrought iron mailbox, which will be provided by the developer or Legacy Premier Homes, Inc. at the lot owners expense, must be used throughout the subdivision "

2.09: WALLS AND FENCES: Remove second sentence — "Wooden fences must have a shadow-box style facing adjoining landowner" Add powder-coated aluminum to list of allowed fence materials.

2.17: SIGNS: Second sentence add "Legacy Premier Homes, Inc. as well to signs.

3.02: APPROVAL REQUIRED: Last sentence add "Legacy Premier Homes, Inc. as well .

5.10: ASSESSMENT: Last sentence add "Legacy Premier Homes, Inc. as well .

Owner does further declare that the Subdivision shall be part of the Development and any future owners of any lot within the Subdivision shall be entitled to all rights and privileges afforded to the owners of lots within the Development, subject to the covenants, conditions, restrictions, rules and regulations of same.

The restrictions, as applied to the Subdivision, shall apply from the date of the recording of the Restrictions.

Except as expressly modified herein, the Restrictions shall apply to all lots within this subdivision in the same manner as every other phase of the Development.

IN TESTIMONY WHEREOF, the undersigned have hereunto set his hand and seal, on this the 19th day of September, 2016.

OWNER:
B & P, LLC

By: [Signature]

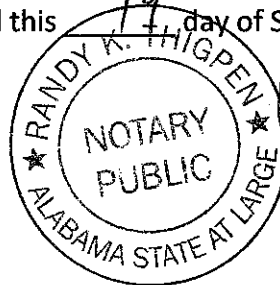
Lynn Persell

Its: Manager/Member

STATE OF ALABAMA
COUNTY OF LIMESTONE

I, the undersigned Notary Public in and for said County and State, hereby certify that **Lynn Persell** whose name as Manager/Member of B&P, LLC, is signed to the foregoing, and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing, he, with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this 19th day of September, 2016.



[Signature]
Notary Public

My Commission Expires: 10-16

Recording Fee 7.00
TOTAL 7.00