

697-739

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SADDLETREE

'87 JUL -2 P4:32

THE STATE OF ALABAMA |
COUNTY OF MADISON |

WHEREAS, OAK RIDGE DEVELOPMENT COMPANY, hereinafter called the Declarant, is the owner of that certain real property known as Saddletree, a subdivision according to the plat ("Plat") of said subdivision, as the same is recorded in Plat Book 17, Page 100, Probate Records of Madison County, Alabama; and

WHEREAS, the Declarant will convey the above described Property, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real Property and shall be binding on all parties having any right, title or interest in or to the above described Property or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each Owner thereof.

ARTICLE ONE

GENERAL PROVISIONS

1.01 Definitions - The following words when used in this Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

- A. Annexable Area - shall mean or refer to any additional property made subject to the jurisdiction of the Association pursuant to the provisions set forth herein, including, without limitation, any property described on Exhibit "A" and any property adjacent to or in the proximity of the Property.
B. Association - A corporation organized under the Alabama Non-Profit Corporation Act, to be known as "SADDLETREE HOMEOWNER ASSOCIATION" or by such other name as may be designated at the time of its incorporation.
C. Board - The Board of Directors of the Association as provided in Section 2.05 hereof.
D. Committee - The Architectural Control Committee designated and constituted as provided in Article Four hereof.
E. Common Areas - Those portions of the Property designated as such on the recorded Plat, and any other property, real or personal, which may be owned by the Association for the use and enjoyment of the Members of the Association or which may be conveyed to the Association by the Declarant.
F. Declarant - shall refer to OAK RIDGE DEVELOPMENT COMPANY, its successors and assigns.
G. Declaration - This Declaration of Covenants, Conditions and Restrictions, as the same may be amended at any time and from time to time as provided for herein.
H. Lot - shall refer to any of the numbered plots of land shown on the recorded map or Plat of the Subdivision or future plats of property within any Annexable Area.

I. Member - The Owner of each Lot who shall be a Member of the Association as provided in Section 2.03 hereof.

J. Mobile Homes - A structure transportable in one or more sections which is built on a permanent chassis foundation and when connected to the required utilities, includes the plumbing, heating, air conditioning, and electrical systems contained therein.

K. Modular Homes - A dwelling that is manufactured in two or more modules at a location other than the home site and which is designed to be used as a residence when the modules are transported to the home site, and the modules are joined together and installed on a permanent foundation system. The structure can include the plumbing, heating, air conditioning and electrical systems.

L. Owner - shall refer to the record owner, whether one or more persons or entities, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

M. Property - "Property" or "Properties" shall refer to the real Property described in the Plat and any Annexable Area.

N. Subdivision - shall refer to Saddletree, a subdivision according to the Plat thereof and any Annexable Area.

ARTICLE TWO

ASSOCIATION

2.01 The Association - The Declarant shall charter a corporation organized under the Alabama Non-Profit Corporation Act to be known as SADDLETREE HOMEOWNER ASSOCIATION, or by such other name as may be designated at the time of its incorporation. The Association, acting through its Board, shall have the power to enforce the covenants, conditions, restrictions, and all other terms contained in this Declaration, and, subject to the provisions set forth herein, shall also have the following powers:

A. to grant variances from the restrictions and obligations set forth herein;

B. to enforce the obligations and covenants of any Owner as set forth herein; and

C. those powers specified in the ByLaws and Articles of Incorporation of the Association.

Declarant, the Association and the Board, shall never be under any obligation to enforce the covenants, conditions, restrictions and other terms of this Declaration, and any failure to so enforce shall never give rise to any liability whatsoever on the part of the Declarant, Declarant's successors or assigns, the Association or the Board.

2.02 Additional Powers - The Association, to the extent the Board deems appropriate for Association purposes, shall have the power to own real and personal property, open bank accounts, contract for legal, accounting and other professional services, retain employees, and to otherwise do that which it believes necessary or prudent to carry out the terms of this Declaration or to conduct its business and affairs.

2.03 Membership - The Owner of each Lot shall automatically be a Member of the Association.

2.04 Voting Rights - The Association shall have two (2) classes of voting membership:

A. Class A - Class A Members shall be all Owners with the exception of Declarant. Class A Members shall be entitled to one (1) vote for each Lot owned in the Property.

B. Class B - The Class B Member shall be the Declarant. Class B Member shall be entitled to five (5) votes for each Lot owned. Notwithstanding any provision contained herein to the contrary, the Class B Membership shall cease and be converted to Class A Membership at such time as:

(1) The Declarant conveys and/or dedicates eighty-five percent (85%) or more of the Lots to bona fide third parties for their own use and occupancy or to any governmental authority for public use; or

(2) December 31, 2001;

whichever shall first occur.

All notice requirements and other matters relating to voting and other matters of the Association shall be as set forth in the Association ByLaws.

2.05 Board of Directors - The Association shall have a Board of Directors composed of five (5) Members. The ByLaws of the Association shall specify the procedure for nomination and election of Directors, as well as the terms to be served by the respective Board Members.

2.06 Powers of the Board - The Board shall have those powers enumerated in the ByLaws of the Association so as to enable it to provide for maintenance of Common Areas, support of the Committee and reasonable management of Association affairs.

ARTICLE THREE

ASSESSMENTS

3.01 Covenants for Assessments - Declarant, for each Lot owned by it within the Subdivision, hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed or other instrument of conveyance therefor, whether or not it shall be so expressed in any such deed or other instrument of conveyance, shall be deemed to constitute a portion of the consideration for acquisition of the Lot so as to have affected the purchase price, to pay to the Association: (i) regular (as specified by the Association) assessments or charges; and (ii) such special assessments as may be levied and allowable hereunder. The regular and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Lot(s) and shall be a continuing lien upon each Lot against which each such assessment is made and shall be the continuing obligation of the then existing Owner of such Lot at the time when the assessment became due. The personal obligation of the Owner for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The lien established herein shall be superior to all other liens and encumbrances on such Lot except only for:

A. liens of ad valorem taxes; and

B. a lien for all sums unpaid on a first mortgage or any mortgage to Declarant, duly recorded in the Public Records of Madison County, Alabama, and all amounts advanced pursuant to such mortgage and secured thereby in accordance with the terms of such instrument.

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

3.02 Purpose of Assessment - The assessments levied by the Association shall be used exclusively for the purpose of promoting the welfare of the Owners and for carrying out the purposes of the Association as set forth in its Articles of Incorporation and in this Declaration. The principal purpose of the assessment is to maintain Common Areas located on the Property for the general benefit of the Property.

3.03 Annual Assessments - The initial annual assessment and all subsequent annual assessments for all the Lots will be set by the Board.

3.04 Special Assessments - In addition to the assessments authorized herein, the Association may, by vote of its Members, levy in any assessment year or years a special assessment for the purpose of deferring, in whole or in part, the cost of any necessary expense of the Association for carrying out any purposes of the Association as set forth in the Articles of Incorporation. Any such special assessment must be approved by a vote of two-thirds (2/3rds) of each class of Members who are voting in person or by proxy.

3.05 Due Date of Assessments - The first assessment shall become due and payable on a date determined by the Board and shall be considered delinquent if not paid within thirty (30) days of that date. Subsequent installments shall become due in such installments (monthly, quarterly, annually, etc.) as may be provided by the Board and shall be considered delinquent if not paid within thirty (30) days of the date due.

3.06 Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment delinquent shall incur a late charge in an amount that the Board may determine from time to time. The Board shall cause a Notice of Delinquency to be given to any Member when said assessment becomes delinquent. Additionally, the lien shall include the late charge at the maximum allowable rate from the day first due and payable, all costs of collection, reasonable attorney's fees and any other amounts provided or permitted by law. In the event the assessment remains unpaid after sixty (60) days, the Association may, as the Board may determine, institute suit to collect such amounts and/or foreclose its lien. Each owner, by his or her acceptance of a deed to a Lot, vests in the Association or its agents, the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real Property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire or hold, lease, mortgage and convey the same. No Owner, except as provided herein, may waive or otherwise escape liability for assessments provided for herein, including by way of illustration but not limitation, abandonment of his or her Lot.

ARTICLE FOUR

ARCHITECTURAL CONTROL

4.01 Architectural Control Committee - The Association shall have an Architectural Control Committee which shall consist of no fewer than three (3) members who shall be natural persons, and who shall be appointed by the Board. For a period of ten (10) years from the date of execution of this Declaration or such time as Declarant's Class B voting rights are in force (2.04), whichever is shorter, the appointment of the members of the Committee must be approved by

Declarant. After such date, the Board shall have the exclusive right and power at any time and from time to time to create and fill vacancies on the Committee. The Declarant and/or Board's discretion in such matters shall be unreviewable. In the event the Association has not been formed, the Declarant shall appoint three (3) persons to a committee which shall have the same power as the Committee herein.

4.02 Approval of Plans and Specifications - No building or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to, or change or alteration therein, be made, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the Committee as to harmony of external design and location in relation to surrounding structures and topography. No exterior fences, walls or hedges may be erected, placed or altered on any Lot which extends beyond the front of the dwelling erected thereon toward the street on which the Lot is situated until the plans and specifications showing the construction and location of such walls, fences or hedges are submitted to the Committee and approved as to design, materials and height.

4.03 Failure of Committee to Act - In the event that any plans and specifications are submitted to the Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of fourteen (14) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

4.04 Rules and Regulations - The Committee shall promulgate such rules and regulations as it, in its sole discretion, deems proper to govern the submission of plans and specifications, including a requirement of design submission in phases, as well as format and content. A copy of such rules and regulations shall be made available to all Owners of undeveloped Lots upon request. Such rules and regulations may be amended at any time and from time to time as the Committee may see fit, provided, however, that once final approval has been given, no subsequent change in rules or regulations shall affect such approval.

4.05 Limitation of Liability - Neither the Declarant, the Association, the Committee, nor any of the members thereof shall be liable in damages or otherwise to anyone submitting plans and specifications for approval, or to any other person or entity affected by the Declaration by reason of mistake of judgment, negligence (gross or otherwise), or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications.

ARTICLE FIVE PROPERTY RIGHTS

5.01 Owner's Easements of Enjoyment - Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

B. the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

C. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or

utility for such purposes and subject to such conditions as may be agreed to by the Members.

No such dedication, transfer or mortgage of the Common Areas shall be effective unless an instrument agreeing to such dedication, transfer or mortgage is signed by two-thirds (2/3rds) of each class of Members and has been recorded.

5.02 Delegation of Use - Any Owner may delegate, in accordance with the ByLaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Lot.

5.03 Title to the Common Area - The Declarant hereby covenants for itself, its successors and assigns, that it will, as soon as practicable after the date hereof, convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens. Legal title to the Common Area shall remain undivided and shall at all times be owned by the Association or its successors, its being agreed that this provision is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Common Area. Notwithstanding the above, the Declarant reserves the right to grant, convey, dedicate or reserve easements over, on or under the Common Area for services necessary to the Subdivision. Further, Declarant reserves the right to dedicate streets to the public which may run through and serve the Common Area.

ARTICLE SIX

USE RESTRICTIONS

6.01 Type of Buildings Permitted - All Lots shall only be used for residential purposes except for model homes used for marketing homes within the Subdivision and those used as offices for home builders while building within the Subdivision and as otherwise provided herein. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two and one-half (2-1/2) stories in height and a private garage for not more than three (3) automobiles.

6.02 Dwelling Size - The floor area of any main dwelling located on any Lot, exclusive of open porches and garages, shall not be less than 1,750 square feet nor less than 1,000 square feet for the ground floor of a two story dwelling.

6.03 Setbacks - Setback requirements are those set forth on the Plat or as may be varied or amended by an ordinance of the City of Huntsville or other proper governmental authority. For the purpose of this covenant, driveways, walks and steps shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots are consolidated into a building site, these building setbacks provisions shall be applied to such resultant building site as if it were one originally platted Lot.

6.04 Easements - Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. No utility company, water district, political Subdivision or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants to shrubbery, trees or flowers, or to other property of the Owner situated within any such easement. No structure, trees, vines, plants or any other thing shall be placed or permitted to remain which may in any way change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible. Right of ingress and egress shall be had at all times for any party having a right to use such easement.

6.05 Noxious or Offensive Activities Prohibited - No noxious or offensive activity 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.

6.06 Prohibited Structures - No structure of a temporary character, trailer, Mobile Home, Modular Home, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. No structure or emplacement of a temporary character, tent, shack, barn, Mobile Home, manufactured building or other outbuildings which exceed eight (8) feet in height or is in excess of eight (8) feet in width and ten (10) feet in length, shall be erected, placed, driven onto, altered or permitted to remain on any Lot at any time, either temporarily or permanently, without the prior written consent of the Board and Committee. No Mobile Home, Modular Home, manufactured home or preconstructed building of any kind may be moved upon any Lot for any purpose, save and except that of home builders building within the subdivision, or their duly authorized agents who may utilize temporary structures for a sales office or construction office which may be moved onto a Lot while the Property is being developed. This provision shall not apply to vehicles, equipment or temporary structures utilized by home builders, contractors or subcontractors when engaged in construction or repair work, or such work as may reasonably be necessary for the completion of the Subdivision as a residential community, and the disposition of Lots by sale, lease or otherwise.

6.07 Signs and Sales Facilities - No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the Lot for sale or rent; provided, however, that any person or entity engaged in the construction and sale of residences within the Subdivision shall have the right, upon prior written consent of Declarant, during the period in which the Property is being developed as a residential community, to construct and maintain such signs and sales facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas and model units.

6.08 Oil Development and Mining Prohibited - No oil well drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks tunnels, mineral excavations or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted on any Lot.

6.09 Rubbish, Trash and Garbage - No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

6.10 Masonry Requirements - Without the prior approval of the Committee, no dwelling shall have less than fifty percent (50%) masonry construction or its equivalent on its exterior wall area, except that detached garages may have wood siding of a type and design approved by the Committee.

6.11 Sight Distance at Intersection - No fence, wall, hedge or shrub planting that obstructs sight-lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street Lot lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded Lot corner, from the intersection of the street Lot lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street Lot line with the edge of a driveway or alley pavement. No tree shall be permitted

to remain within such distances of intersections unless the foliage line is maintained to meet the sight-line requirements set forth above.

6.12 Driveways and Sidewalks - No driveway or sidewalk shall consist of any material other than exposed aggregate or cement unless otherwise approved by the Committee.

6.13 Outside Clothes Drying - The drying of clothes in general view is prohibited and the Owners or occupants of any Lot desiring to dry clothes outside shall construct a suitable screening enclosure for such use, subject to approval by the Committee.

6.14 Animals - No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

6.15 Trucks, Buses and Trailers - No truck (except pick-ups), bus, camper, motor home, boat, recreational vehicle, trailer, derelict, junk or racing motor vehicle shall be left parked in the street in front of or beside any Lot. No truck (except pick-ups), bus, camper, motor home, boat, recreational vehicle or trailer shall be parked in the driveway or on any portion of the Lot unless such vehicle or object is completely concealed from public view inside a garage or Committee approved enclosure. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, repair, or maintenance of (i) residential dwelling(s) or related improvements in the immediate vicinity thereof or (ii) utility improvements in the Subdivision.

6.16 Maximum Height of Antenna - No radio or television aerial wires, antenna or satellite receiving dish shall be maintained on any portion of any Lot outside of the building setback lines or forward of the front of the improvements thereon; nor shall any antenna of any style (excluding satellite receiving dishes which are discussed below) be permitted to extend above the roof of the dwelling on said Lot. No satellite receiving dish may be erected or installed that extends more than six (6) feet above the natural grade, and every satellite receiving dish shall be enclosed with a six foot (6') high fence or wall constructed so that the dish is not visible from the adjoining Lots, streets or Common Areas. The installation of any satellite receiving dish and its enclosure must be previously approved by the Committee.

6.17 Solar Collectors - No solar collector shall be installed without the prior written approval of the Committee. Such installation shall be in harmony with the design of the residence.

6.18 Fences - No fences shall be constructed prior to their approval by the Committee. In addition, fences shall not exceed six (6) feet in height and the Committee shall review for design and materials. In no case shall fences protrude any closer to the street than the front of the house.

6.19 Sidewalks - All Owners, except Declarant, at their own expense, shall construct and maintain a sidewalk which parallels the street which is adjacent to the Lot. If the Lot is a corner Lot, then this requirement shall apply to the sidewalks along the side street. Sidewalks must be completed within one (1) year from the date the Lot is conveyed by Declarant unless at such time dwelling upon the Lot is under construction. All sidewalks shall be constructed to comply with City ordinances of the City of Huntsville, Alabama.

6.20 Lot Maintenance -

A. All Lots shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owner or occupant of all Lots shall keep all weeds and grass thereon cut and shall in no event use any Lot for storage of materials or equipment except for normal residential

requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash, or rubbish. All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring Lots or streets.

B. In the event of any default by the Owner or other occupant of any Lot in observing the above requirements, which default is continuing after ten (10) days written notice thereof to the Owner or occupant, as applicable, the Declarant or the Association or their designated agents may, without liability to the Owner, Contractor or any occupants of the Lot in trespass or otherwise, enter upon (or authorize one or more others to enter upon) said Lot, cut, or cause to be cut, such weeds and grass and remove, or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner, Builder or occupant of such Lot for the cost of such work and associated materials. Payment thereof shall be collected by adding the charges to the above-described assessments and shall be payable on the next regular assessment payment unless directed to otherwise by the Board, and if no Board by the Declarant.

ARTICLE SEVEN

DECLARANT'S RIGHTS AND RESERVATIONS

7.01 Right to Construct Additional Improvements in Common Area - Declarant shall have and hereby reserves the right (without the consent of any other Owner), but shall not be obligated, to construct addition improvements within the Common Area at any time and from time to time in accordance with this Declaration for the improvement and enhancement thereof and for the benefit of the Association and Owners. Declarant shall convey or transfer such improvements to the Association and the Association shall be obligated to accept title to, care for and maintain the same as elsewhere provided in this Declaration.

7.02 Declarant's Right to Use Common Areas in Promotion and Marketing of the Property and Annexable Area - Declarant shall have and hereby reserves the right to reasonable use of the Common Area and of services offered by the Association and in connection with the promotion and marketing of land within the boundaries of the Property and Annexable Area. Without limiting the generality of the foregoing, Declarant may erect and maintain on any part of the Common Area such signs, temporary building and other structures as Declarant may reasonably deem necessary or proper in connection with the promotion, development and marketing of land within the Property and Annexable Area; may use vehicles and equipment within the Common Area for promotional purposes; may permit perspective purchasers of Lots who are not Owners or Members of the Association, to use the Common Area at reasonable times and reasonable numbers; and may refer to the services offered by the Association in connection with the development, promotion and marketing of the Property and Annexable Area.

7.03 Declarant's Right to Complete Development of the Subdivision - No provision of this Declaration shall be construed to prevent or limit Declarant's right (or require Declarant to obtain any approval) to (i) complete development of the Property and Annexable Area; (ii) construct, alter, demolish or replace improvements on any Property owned by Declarant within the Property or Annexable Areas; (iii) maintain model homes, storage areas, offices for construction, initial sales, resales or leasing purposes, or similar facilities on any Property owned by the Declarant or owned by the Association within the Subdivision; (iv) post signs incidental to development, construction, promotion, marketing, sales or leasing of Property within the Subdivision and Annexable Area; (v) excavate, cut, fill or grade

any Property owned by Declarant or (vi) require Declarant to seek or obtain the approval of the Committee or of the Association for any such activity or improvement to Property by Declarant on any Property owned by Declarant. Nothing in Article Seven of this Declaration shall limit or impair the reserve rights of Declarant as elsewhere provided in this Declaration.

7.04 Declarant's Right to Convey Additional Common Area to Association - Declarant shall have and hereby reserves the right, but shall not be obligated to, convey additional property and improvements thereon, if any, to the Association as Common Area at any time and from time to time in accordance with this Declaration, without the consent of any other Owner of the Association.

7.05 Annexation of Annexable Area - Additional residential property in Common Areas outside of the Subdivision including, without limitation, the Annexable Area, may, at any time and from time to time, be annexed by the Declarant into the Property which becomes subject to the jurisdiction and benefit of the Association, without the consent of the Owners or any other party; provided, however, such additional residential property outside of the Annexable Area may be made subject to the jurisdiction of the Association by the Declarant, without the consent of the Owners or any other party, provided that the annexation is in accordance with a general plan theretofore approved by the Board. The Owners of the Lots in such annexed property, as well as all other Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Areas that are or may become subject to the jurisdiction of the Association, provided that such annexed property is impressed with and subject to at least the assessments imposed hereby.

7.06 Effect of Annexable Area - The provisions of this Declaration do not impose any restrictions whatsoever or otherwise encumber the Annexable Area, unless or until portions of the Annexable Area are made subject to the jurisdiction of the Association by a separate instrument executed solely by the Declarant or its successors and assigns and any lienholders, which instrument is recorded in the Probate Records of Madison County, Alabama.

ARTICLE EIGHT

MISCELLANEOUS PROVISIONS

8.01 Enforcement - The Declarant, the Board or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Reasonable attorneys fees shall be allowed to any prevailing party in any action in any court of competent jurisdiction to enforce any of the provisions contained in this Declaration.

8.02 Severability - Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, and all other provisions shall remain in full force and effect.

8.03 Duration and Amendment - The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant, the Board or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, and unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions and restrictions of this Declaration may be amended by the Declarant until incorporation of the Association, and

thereafter by an instrument signed by not less than seventy-five percent (75%) of the Members of each voting class, but Article Six of this Declaration shall remain subject to the right of the Association to grant waivers and variances therefrom as set forth in Section 2.01.

8.04 Liberal Interpretation - The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

8.05 Successors and Assigns - The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Declarant and the Association, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, OAK RIDGE DEVELOPMENT COMPANY, a partnership by and through its Managing Partner, SAVIO AND PECK, INC., an Alabama corporation, has caused this instrument to be executed by its duly authorized officer on this the 18th day of June, 1987.

OAK RIDGE DEVELOPMENT COMPANY, a partnership

BY: SAVIO AND PECK, INC., Managing Partner

By: Earl Peck
Its President

STATE OF ALABAMA)
 :
MADISON COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that EARL PECK, whose name as President of SAVIO AND PECK, INC., an Alabama corporation, as Managing Partner of OAK RIDGE DEVELOPMENT COMPANY, a partnership, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation, in its capacity as the Managing Partner of OAK RIDGE DEVELOPMENT COMPANY, a partnership.

Given under my hand this the 18th day of June, 1987.

[Signature]
Notary Public

My Commission Expires: 7-15-87

THIS INSTRUMENT PREPARED BY:
E. V. BONNER, JR.
PORTER, ROGERS, DAHLMAN, GORDON & LEE
ATTORNEYS AT LAW
1800 AMERICAN BANK PLAZA
CORPUS CHRISTI, TX 78475

EXHIBIT "A"

All that part of Sections 20 and 29, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama, more particularly described as beginning at a point located North 00 degrees 22 minutes East, 426.0 feet, and North 00 degrees 04 minutes East, 1305.30 feet from the southwest corner of said Section 20; said point of beginning is further described as being the northwest corner of Chapman Heights Eleventh Addition as recorded in Plat Book 5 Page 90, in the Office of the Judge of Probate, Madison County, Alabama; Thence from the point of beginning along the West boundary of said Chapman Heights Eleventh Addition South 00 degrees 17 minutes 29 seconds West, a distance of 70.46 feet to an iron pin found; said point being the Northeast corner of Chapman Heights Tenth Addition as recorded in Plat Book 4 Page 87 in the Office of the Judge of Probate, Madison County, Alabama; Thence South 89 degrees 47 minutes 41 seconds West along the North boundary of Lot 1 Block 15 of said Chapman Heights Tenth Addition, a distance of 165.14 feet to an iron pin found; said point is further described as being on the East right-of-way of Rosalie Ridge Drive; Thence North 78 degrees 50 minutes 31 seconds West, a distance of 51.02 feet to the West right-of-way of said Rosalie Ridge Drive; said point is further described as being a point on the North boundary of a tract of land as described in Deed Book 480, Page 836, in the Office of the Judge of Probate, Madison County, Alabama; thence South 89 degrees 47 minutes 41 seconds West along the boundary of said tract of land described in Deed Book 480, Page 836, a distance of 140.00 feet to a point; Thence continue along the boundary of said Deed Book 480, Page 836, by the following bearings and distances South 23 degrees 24 minutes 41 seconds West, 97.80 feet and South 50 degrees 03 minutes 12 seconds West 340.36 feet to a point; Thence North 39 degrees 56 minutes 28 seconds West, a distance of 412.51 feet to a point on the Southeastwardly right-of-way of Epworth Church property as recorded in Deed Book 307, Page 303, in the Office of the Judge of Probate, Madison County, Alabama; Thence continue along said Church property North 45 degrees 27 minutes 37 seconds East, a distance of 389.54 feet to the Southeast corner of said Church property; Thence North 72 degrees 11 minutes 18 seconds East, a distance of 170.07 feet to a point; Thence North 73 degrees 30 minutes 01 seconds East, a distance of 460.0 feet to a point; Thence North 70 degrees 31 minutes 09 seconds East, a distance of 76.91 feet to a point; Thence North 59 degrees 20 minutes 49 seconds East, a distance of 169.02 feet to a point; Thence North 70 degrees 47 minutes 54 seconds East, a distance of 206.57 feet to a point; Thence North 07 degrees 32 minutes 10 seconds East, a distance of 223.13 feet to a point; Thence North 22 degrees 27 minutes 50 seconds East, a distance of 146.0 feet to a point; Thence South 89 degrees 50 minutes 52 seconds East, a distance of 29.67 feet to a point on the arc of a curve to the left having a radius of 1302.04 feet; Thence along the arc of said curve to the left 75.0 feet (chord bearing and distance of South 67 degrees 30 minutes 13 seconds East, 74.99 feet) to a point; Thence South 69 degrees 09 minutes 14 seconds East, a distance of 137.76 feet to the point of curvature of a curve to the left having a radius of 443.98 feet; Thence along the arc of said curve to the left 171.56 feet (chord bearing and distance of South 80 degrees 13 minutes 28 seconds East, 170.51 feet) to a point; Thence North 88 degrees 42 minutes 17 seconds East, a distance of 163.0 feet to a point; Thence South 32 degrees 38 minutes 00 seconds East, a distance of 1466.11 feet to a point; Thence South 11 degrees 39 minutes 44 seconds East, a distance of 547.19 feet to a point; Thence South 04 degrees 00 minutes 38 seconds East, a distance of 106.16 feet to a point; Thence South 12 degrees 28 minutes 35 seconds East, a distance of 144.24 feet to a point; Thence South 40 degrees 42 minutes 48 seconds East, a distance of 143.35 feet to a point; Thence South 52 degrees 00 minutes 00 seconds East, a distance of 362.00 feet to a point; Thence South 38 degrees 15 minutes 46 seconds East, a distance of 167.02 feet to a point; Thence South 19 degrees 27 minutes 42 seconds East, a distance of 150.31 feet to a point; Thence South 04 degrees 09 minutes 43 seconds East, a distance of 1141.30 feet to a point; Thence South 09 degrees 37 minutes 31 seconds West, a distance of 255.44 feet to an iron pin found; said point is further described as being the northeast corner of Lot 1 Block 30 of Oak Park 15th Addition as recorded in Plat Book 9 Page 25 in the Office of the Judge of Probate, Madison County, Alabama; Thence South 85 degrees 46 minutes 45 seconds West along the North boundary of said Lot 1 Block 30, a distance of 149.05 feet to an iron pin found; said point is further described as being on the East right-of-way of Joseph Circle; Thence North 04 degrees 06 minutes 04 seconds West along the East right-of-way of said Joseph Circle, a distance of 10.58 feet to a point;

Thence South 85 degrees 48 minutes 08 seconds West along the North boundary of said Oak Park Fifteenth Addition, a distance of 50.0 feet to a point on the West right-of-way of said Joseph Circle; Thence North 79 degrees 16 minutes 22 seconds West, a distance of 155.31 feet to a point; Thence North 07 degrees 09 minutes 29 seconds East a distance of 254.73 feet to a point; Thence North 04 degrees 09 minutes 43 seconds West along a line 50.0 feet East of and parallel to the East boundary of Hinge Gate Subdivision as recorded in Plat Book 9, Page 86, in the Office of the Judge of Probate, Madison County, Alabama, a distance of 673.72 feet to a point; Thence South 02 degrees 03 minutes 58 seconds West along a line 40.0 feet North of and parallel to the North boundary of Lot 1 Block 4 of said Hinge Gate Subdivision a distance of 198.34 feet to a point on a curve having a radius of 150.69 feet; Thence along the arc of said curve a distance of 20.15 feet (chord bearing and distance of South 00 degrees 19 minutes 34 seconds East 20.13 feet) to a point on the East R.O.W. of Orba Drive; Thence South 85 degrees 50 minutes 01 seconds West along the North boundary of said Hinge Gate Subdivision a distance of 199.09 feet to a point; Thence South 85 degrees 53 minutes 25 seconds West continuing along said North boundary of said Hinge Gate Subdivision a distance of 349.70 feet to the Northwest corner of said Hinge Gate Subdivision; said point is further described as being on the East boundary of Oak Park Tenth Addition as recorded in Plat Book 2, Page 231, in the Office of the Judge of Probate, Madison County, Alabama; Thence North 04 degrees 09 minutes 38 seconds West along the East boundary of said Oak Park Tenth Addition and along the East boundary of Oak Park Eleventh Addition as recorded in Plat Book 3, Page 88 and along the East boundary of Oak Park Twelfth Addition as recorded in Plat Book 4 Page 1 in the Office of the Judge of Probate, Madison County, Alabama, a distance of 396.24 feet to a point; said point being a break point on the East boundary of Lot 15 Block 20 of said Oak Park Twelfth Addition; Thence North 32 degrees 36 minutes 06 seconds West along the Northeastwardly boundary of said Oak Park Twelfth Addition a distance of 169.85 feet to a point; Thence North 57 degrees 23 minutes 48 seconds East, a distance of 509.90 feet to a point; Thence North 32 degrees 36 minutes 12 seconds West, a distance of 145.0 feet to a point in the center line of Cloys Drive; Thence North 32 degrees 32 minutes 21 seconds West a distance of 130.59 feet to a point on the northeastwardly boundary of the Oak Park Baptist Church property as recorded in Deed Book 374, Page 675, in the Office of the Judge of Probate, Madison County, Alabama; thence continuing along said Oak Park Baptist Church property by the following bearings and distances North 03 degrees 36 minutes 49 seconds West, 210.22 feet; North 20 degrees 40 minutes 46 seconds West, 206.00 feet; South 89 degrees 12 minutes 31 seconds West, 445.82 feet; South 00 degrees 47 minutes 04 seconds East, 396.27 feet; and South 87 degrees 16 minutes 40 seconds West, 77.76 feet to the Southeast corner of Chapman Heights Eleventh Addition as recorded in Plat Book 5, Page 90, in the Office of the Judge of Probate, Madison County, Alabama; Thence North 32 degrees 38 minutes West along the Northeastwardly boundary of said Chapman Heights Eleventh Addition, a distance of 1559.95 feet to the Northeast corner of said Chapman Heights Eleventh Addition; Thence South 57 degrees 22 minutes West along the North boundary of said Chapman Heights Eleventh Addition a distance of 95.0 feet to a point; Thence North 86 degrees 41 minutes 43 seconds West, a distance of 50.75 feet to the point of beginning and containing 91.58 acres, more or less.

EXHIBIT "B"

CONSENT OF MORTGAGEE

STATE OF ALABAMA)
 :
MADISON COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That, the undersigned, OAK RIDGE DEVELOPMENT COMPANY ("Declarant"), being the owner of that certain real property described in the foregoing restrictions, and the undersigned, THIRD NATIONAL BANK IN NASHVILLE, a national banking association ("Mortgagee"), being the owner and holder of an existing first lien upon and against the property described in the foregoing restrictions. Said Mortgagee does hereby consent to the foregoing restrictions and the recordation of the same upon the conditions hereinafter set out; and said Declarant accepts said Mortgagee's conditions for its consent to the recordation of said restrictions and to the easements created in said restrictions affecting the property.

The conditions hereinafter set out shall terminate upon payment in full of all amounts owed to Mortgagee by Declarant and the satisfaction of said mortgage of record in the Office of the Judge of Probate of Madison County, Alabama in favor of Mortgagee shall act also as a release of the hereinafter conditions. Notwithstanding anything in the Declaration of Covenants, Conditions and Restrictions of Saddletree to the contrary, the consent of Mortgagee is given in consideration of the inclusion of the following conditions, which shall remain in force and effect as set out above:

(a) In the event Mortgagee acquires a fee simple interest in any of the real estate subject to these restrictive provisions, then, it shall have the rights and powers of Declarant herein.

(b) No additional property may be added to the common areas without the consent of Mortgagee, which consent shall not be unreasonably withheld.

(c) Any additional improvements to the common areas and/or grants, conveyances or dedications of easements, or any other affirmative actions under Article 5.03, or Article 7.04 shall first require the consent of Mortgagee, which consent shall not be unreasonably withheld.

(d) The granting of any variances or the exercise of any powers specified in the By-Laws or Articles of Incorporation of the Association, either of which being under Article 2.01, shall require the consent of Mortgagee, which consent shall not be unreasonably withheld.

(e) The exercise of any powers by the Association under Article 2.02, other than those particularly specified under said Article shall require the consent of Mortgagee, which consent shall not be unreasonably withheld.

(f) The lien in favor of the Association as set out in Article 3.01 is inferior and subordinate to the mortgage in favor of the undersigned Mortgagee.

The consent of Mortgagee shall not be construed nor shall it operate as a release of any lien owned or held by said Mortgagee, or any part, extension or renewal thereof.

IN WITNESS WHEREOF, THIRD NATIONAL BANK IN NASHVILLE, a national banking association, and OAK RIDGE DEVELOPMENT COMPANY, a partnership have caused these presents to be executed by their duly authorized officers, on this the 29th day of June, 1987.

MORTGAGEE:

THIRD NATIONAL BANK IN NASHVILLE, a
national banking association

By: *James K. Hirsch*
Its Assistant Vice President

DECLARANT:

OAK RIDGE DEVELOPMENT COMPANY, a partnership

BY: SAVIO AND PECK, INC., Managing Partner

By: [Signature]
Its President

STATE OF ALABAMA)
:
MADISON COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that LOUIS K. SISCO, JR., whose name as Assistant Vice President, of THIRD NATIONAL BANK IN NASHVILLE, a national banking association 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 national banking association.

Given under my hand and seal this the 29th day of June, 1987.

[Signature]
Notary Public

My Commission Expires: 3-6-91

STATE OF ALABAMA)
:
COUNTY OF MADISON)

I, the undersigned, a Notary Public, in and for said county in said state, hereby certify that EARL PECK, whose name as President of SAVIO & PECK, INC., an Alabama corporation, as Managing Partner of OAK RIDGE DEVELOPMENT COMPANY, a partnership, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as the Managing Partner of OAK RIDGE DEVELOPMENT COMPANY, a partnership.

Given under my hand this the 2nd day of July, 1987.

[Signature]
Notary Public

My Commission Expires: 7-15-87