

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
THE VIEW AT INDIAN CREST PHASE II, A RESIDENTIAL SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE VIEW AT INDIAN CREST PHASE II, A RESIDENTIAL SUBDIVISION (this "Declaration") is made as of the date set forth below, by Round Too Investments, LLC, an Alabama limited liability company, (which, together with all successors and assigns, is hereinafter referred to as "Developer"), which declares that the real property hereinafter described, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth (sometimes hereinafter referred to as the "Protective Covenants").

**WHEREAS**, the Developer intends to develop the subject property into a residential subdivision hereafter described, as part of a planned residential community (collectively, the "Subdivision"), and the Developer desires to subject all of the real property located within the Subdivision and each Lot located thereon as shown on the Subdivision Plat, defined below, to the easements, covenants, conditions, assessments, limitations and restrictions hereinafter set forth; and,

**NOW, THEREFORE**, the Developer does hereby expressly adopt these Protective Covenants for the Subdivision Plat, and any addition thereto, as set forth in this Declaration, and all such subjected lands shall be held, transferred, sold, conveyed and occupied subject to the Protective Covenants, all of which shall be construed as and deemed to be covenants running with the land and shall be binding on and inure to the benefit of all parties having a right, title or interest in the said Property, as well as their heirs, successors and assigns.

**ARTICLE I  
DEFINITIONS**

As used in this Declaration, the following terms shall have the following meanings, which meanings shall be applicable to both the singular and plural forms and tenses of such terms:

1.1 "Additional Property" shall mean any additional property, which may hereafter be subjected to the Protective Covenants as set forth in Section 2.2 hereof.

1.2 "Architectural Review Committee" or "ARC" shall mean the Architectural Review Committee appointed pursuant to Article IV hereof with the rights and obligations conferred upon such Architectural Review Committee pursuant to this Declaration.

1.3 "Control Period" shall mean the period of time until Developer, its successors and assigns, either no longer owns any Lot within the Development or upon Developer's written termination notice to the ARC and/or Lot Owners that Developer has relinquished control of the ARC and Subdivision Plat.

1.4 "Development" shall mean the Subdivision Plat.

1.5 "Lot(s) Owner(s)" shall mean the record fee simple title Owner(s) of "Lot(s)".

1.6 "Residents" shall mean the persons residing on a Lot which are not the Owners.

1.7 "Subdivision Plat" or "Plat Map" shall mean the Subdivision Plat and any Subdivision Plat for any future development property.

## **ARTICLE II EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS**

2.1 All Lots shall be known and described as residential Lots and shall be used for single-family residential purposes exclusively.

2.2 Additional Property. Developer reserves the right, in its sole and absolute discretion and without the consent of any Owner, Resident, or Mortgagee of any Lot or Dwelling, at any time and from time to time during the pendency of this Declaration, to add and submit any Additional Property to the provisions of this Declaration and, to the extent any of the Additional Property is specifically submitted to the terms and provisions of this Declaration by Developers then any such Additional Property shall constitute part of the Development.

2.3 No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling not to exceed two-and-one-half (2 ½) stories, or thirty-five (35) feet in height, a private garage and other outbuildings incidental to and necessary for proper residential use of the Lot. No mobile home or modular housing is allowed. Separate garage buildings are permitted. Any outbuilding will be in conformity to the standards set herein and approved by the ARC, established by Developer pursuant to Article III and IV hereof.

2.4 Notwithstanding anything provided to the contrary herein, Developer shall be permitted to construct and maintain on any Lot, a structure and related facilities, which may be designed and used as a temporary construction field office and as a sales/marketing office.

2.5 Subject to the provisions of Articles herein, and the rights retained herein by the ARC, each Lot and any dwelling, building or other structure constructed or placed thereon shall be subject to the following minimum setbacks:

Front: 40 feet from dedicated road right-of-way;

Side: 20 feet from one side Lot line with total of 50 feet for both side Lot lines combined.

Rear: 40 feet from the rear Lot line.

2.6 All one (1) story dwellings must contain no less than 2,800 square feet of living area. All one-and-one-half (1½) dwellings must contain no less than 3,200 square feet of living area with at least 2,200 square feet of living area being situated on the first floor. Square footage measurements shall include only the living (heated and cooled) areas of a dwelling but shall not include porches, garages, basements or decks.

2.7 In the case that any zoning or other authority exists, now or at a later time, that requires more restrictive setback requirements, then such setback requirements shall be required. It is incumbent upon all Lot purchasers to confirm zoning or other government set back requirement prior to purchase of the Lot and at all times during the construction process and



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thereafter.

2.8 Lots 2-13, 2-14, 2-15, 2-16, and 2-17, as shown on the Subdivision Plat, are considered "Acreage Estate Lots". Subject to approval by the ARC as set forth herein, Developer hereby expressly provides that such Acreage Estate Lots shall be granted exceptions and/or variances to the Declaration, Sections 2.3, 3.16, 3.17, 3.25, 3.30, and 3.31. Further, Developer, in its sole discretion, hereby expressly provides that Developer may overrule, amend or alter any ARC decision with regard to Acreage Estate Lots involving any exception and/or variance sought by any Lot Owner.

2.9 Detention Ponds. The Development will include certain detention ponds, as shown on the Subdivision Plat. The respective Lot Owner(s) on which a detention pond is located is/are responsible for the regular maintenance and upkeep of such detention pond(s).

2.10 Entrance and Shared Driveway Easements. Developer hereby declares that there will be an access easement for each of the shared driveways as shown on the Subdivision Plat with the following Lots sharing access and with such Lots being subjected further as follows:

- Lot 2-1 and Lot 2-2 will share access.
- Lot 2-3 and Lot 2-4 will share access.
- Lot 2-5 and Lot 2-6 will share access.
- Lot 2-7 and Lot 2-8 will share access.
- Lot 2-9 and Lot 2-10 will share access.
- Lot 2-11 and Lot 2-12 will share access.
- The Acreage Estate Lots will share access.

All Lot Owners, their successors, heirs, and assigns, hereby acknowledge the existence of the shared access easements described above and herein and further agree as follows:

Each shared driveway access shall be constructed, improved and maintained in good repair and as reasonably deemed desirable and/or necessary by the respective Lot Owners which share access with one another, and the costs and expenses of such construction, improvement and maintenance shall be borne equally by the respective shared access Lot Owners; the respective Lot Owners which share access will meet quarterly, or as agreed upon, to discuss and agree upon all responsible ongoing costs and expenses. In specific regard to the Acreage Estate Lots, Developer will construct such shared access road and install the initial security gate for such lots. The Acreage Estate Lot Owners agree to pay the ongoing costs and expenses for the regular maintenance for their lots' shared access, which costs shall include, but not be limited to, the costs and expenses related to the maintenance of Developer's desired access security gate and landscaping alongside the shared access, such as outdoor lighting, planted plants, and sprinkler system.

Each Lot Owner agrees to defend, indemnify and hold the other Lot Owner(s) harmless with regard to any and all liabilities, obligations, claims and damages arising out of or related to any injury to their respective agents, guests, invitees or licensees, and/or damage to any personal property or person while engaged in any activity on or about each respective shared driveway access. Each Lot Owner agrees to defend, indemnify and hold the other respective Lot Owner(s) and any and all of their agents, guests, invitees or licensees, harmless against any and all liabilities



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arising out of claims, demands or suits which may be brought against the indemnified Lot Owner(s) or in which the indemnified Lot Owner(s) is named a defendant or in which any or all such agents, guests, invitees or licensees are named a defendant by any person, including, but not limited to, third parties, invitees or licensees of a Lot Owner(s), in anyway arising out of the negligence of the other Lot Owner(s) relating to or arising out of the use of the shared driveway access.

The shared driveway accesses and the related terms set forth herein shall run with the land and shall be binding upon and inure to the benefit of the Lot Owners, their successors, heirs and assigns. The easement and rights granted pursuant to this Section 2.10 are and shall be permanent and perpetual, or for as long as law permits, are nonexclusive, are appurtenant to, and shall pass and run with title to each Lot.

2.11 All Lots are on septic system, and each Lot Owner is solely responsible for their Lot's septic system.

### **ARTICLE III GENERAL REQUIREMENTS**

3.1 It shall be the responsibility of each Lot Owner to prevent any unclean, unsightly or unkempt conditions of any dwelling, buildings or grounds on such owner's Lot which may tend to decrease the beauty of the specific area or of the subdivision as a whole. Any and all dwellings, buildings, structures and improvements of any nature to any Lot must be approved by the ARC.

3.2 No refuse pile or unsightly object, including firewood, shall be allowed to be placed or suffered to remain upon any party of any Lot, the Property, or the Development including vacant Lots or shared access area. Developer, for itself, reserves the right, after ten (10) days prior written notice to Owner, to enter any Lot during reasonable hours for the purpose of removing trash or refuse there from which, in the sole opinion of the Developer, detracts from the overall beauty and safety of the Development and may charge the Owner of such Lot a reasonable cost for such services, which charge for shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity or as hereinafter provided.

3.3 No animals or livestock shall be raised or kept on any Lot, except that dogs and/or cats and other indoor household pets may be kept on each Lot provided they are not kept, bred or maintained for any commercial purpose, subject to applicable zoning ordinances. No household pets shall be permitted to run at large and shall be kept on a leash at all times when they are allowed off of their owner's property.

3.4 No noxious or offensive trade or activity shall be carried on or upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to Lot Owners or which would be in violation of any applicable governmental law, ordinance or regulation.

3.5 No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained or permitted upon any Lot.

3.6 No trash, garbage or other refuse shall be dumped, stored or accumulated on any Lot or shared access area. Trash, garbage or other waste shall not be kept on any Lot except in

sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the ARC as not to be visible from any road, or within sight distance of any other Lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted except during the construction of a dwelling on such Lot, or with approval of or by the Fire Department have jurisdiction over the Property.

3.7 Except as authorized in Section 2.4 above, no structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently or otherwise allowed to remain on any Lot without the ARC's approval. There shall be no occupancy of any dwelling unit until the interior and exterior of the dwelling is completed and the appropriate governmental authorities have issued a Certificate of Occupancy for such dwelling.

3.8 Signs. No commercial signs, including political signs and other similar signs shall be erected or maintained on any Lot unless authorized in writing by the ARC. One sign advertising the Lot for sale or lease, not in excess of four (4) square feet and not greater than four (4) feet above ground level, shall be permitted without the consent of the ARC, except that during construction the builder shall be allowed to display a sign. If permission is granted, the ARC may restrict the size, color and content of all signs.

3.9 When the construction of any dwelling is once begun, work thereon must be prosecuted diligently and continuously and the dwelling on such Lot must be completed within fourteen (14) months.

3.10 All garage doors shall be located on the side or at the rear of dwellings. Main level garages facing the road may be allowed if approved by the ARC.

3.11 Outside air conditioning units may not be located in the front yard or within any side yard adjacent to any street on corner Lots. Utility meters shall not be located on the front of a dwelling (unless required by any applicable governmental authority) and shall not be visible from any street or road. All, outside air conditioning units and utility meters shall be screened by appropriate landscaping so as not to be visible from any public street.

3.12 Wood frame windows or aluminum clad will be used exclusively on the sides, front and rear of all dwellings constructed. No vinyl windows or solid vinyl windows are permitted.

3.13 No concrete block work including foundations, concrete block steps, walkways, walls or any other concrete block work, whether painted or otherwise shall show above ground or from the exterior of any dwelling.

3.14 The exterior front, rear, and sides of all dwellings shall be of brick or rock veneer construction, or "hardiboard" siding or real wood products or a comparable product which is approved in advance by the ARC shall be permitted. Masonite, vinyl, aluminum or other similar products shall not be permitted on the sides. Vinyl eaves will be allowed.

3.15 Wood fencing may be utilized on any Lot with prior written approval of the ARC. If fencing is not finished on both sides, the finished side must be to the outside if it faces any street,



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house or lake. No fence shall exceed six (6) feet in height. Wrought iron will be allowed. All privacy fencing shall be confined to the rear yard.

3.16 No individual water supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

3.17 No automobiles or other vehicles will be stored on any Lot or shared access area or kept on blocks unless in the basement or garage of a Dwelling. Boats, utility trailers, recreational vehicles and travel trailers must either be parked or stored in the basement or garage of a Dwelling or within a completely enclosed structure on a Lot, which structure must be approved by the ARC. No tractor-trailer trucks, panel vans or other commercial trucks in excess of one (1) ton classification shall be parked or stored on any Lot or shared access area, except during initial construction of a Dwelling on a Lot. The prohibitions in this Section shall not apply to temporary parking of trucks and other commercial vehicles providing commercial services to the Lot or to the efforts and activities of Developer in connection with developing the Development.

3.18 No satellite, microwave dishes or television or radio antennas shall be placed on any Lot unless first approved in writing by the ARC except that eighteen (18) inch digital receives shall be permitted to be placed on the dwelling so long as it is not visible from any street.

3.19 No individual sewage disposal system shall be permitted on any Lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

3.20 Upon the completion of a Dwelling, all front and side yards, which are not left in a natural state will be landscaped with sod and other landscaping approved by the ARC.

3.21 The roof pitch on any dwelling shall not be less than eight (8) and twelve (12) unless first approved in writing by the ARC. All roof vents and pipes shall be painted as near the color of the roof as possible and shall be located on the rear of the dwelling and not visible from the front. No solar or other energy collection device or equipment shall be maintained on any Lot or dwelling if the same would be visible from the street. No projections of any type shall be allowed above the roof of any dwelling except for approved chimney and vent stacks.

3.22 All porches on the front and sides of any dwelling shall be supported by the foundation of the Dwelling unless otherwise approved by the ARC.

3.23 No cantilevered chimney chases shall be allowed on the front of any Dwelling. From chimney chases shall be supported by the foundation of the Dwelling.

3.24 All driveways visible from the street must be concrete or asphalt finish.

3.25 No Lot shall be cultivated for crops of any sort except gardens of reasonable size, which are to be located at the rear of a Dwelling and not visible from any public street.



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3.26 No fence, wall, hedge or shrub planting which obstructs sight lines from any roadways within the Development shall be placed or permitted to remain on any Lot.

3.27 During all construction, all vehicles, including those delivering supplies, must enter each Lot on the driveway only as shown the applicable Plat Map so as not to unnecessarily damage trees, street paving and curbs. Any damage not repaired by the Owner or his contractor will be repaired by Developer or the ARC after then (10) days written notice and will be charged to the Owner of such Lot at a reasonable cost for such services which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity of as hereinafter provided during construction. All owners must keep the homes, garages and building sites clean and attractive. No construction debris will be dumped in any area of the Property, including all shared access areas.

3.28 Except with the prior written consent of Developer, no Lot shall be sold or used for the purpose of extending any public or private road, street or alley or to provide a means of access to any other real property situated adjacent to or in close proximity with the Property.

3.29 To insure the maintenance of the natural beauty, no Owner shall be allowed to dam up the creeks, which flow through the Development nor shall any Owner change the flow of said creek or any wet weather streams, nor shall any Owner materially alter the detention ponds.

3.30 The intent of Developer is to preserve for present and future Lot Owners a heavily wooded physical environment in which a maximum amount of existing vegetation is preserved in an undisturbed state typical of an oak-hickory forest. Each Lot Owner is hereby required to replace dying, diseased or absent trees in order to maintain a desired degree of tree coverage. All Lots shall be landscaped in accordance with standards established by the ARC. It is also the intent of Developer to preserve a minimum number of deciduous trees visible from the street right of way. Lot Owners shall not remove or clear out any existing trees, unless it is required due to installation of field lines or location of house, without the written consent of the ARC. All landscaped areas on any Lot shall be maintained in good condition by the Lot Owner. The ARC in its discretion may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wild life within the Development. The ARC, should it deem appropriate, may mark certain trees, regardless of size as not removable without written authorization.

3.31 Firewood piles shall be located only at the rear of a Dwelling and should be screened from view from public streets and adjacent Lots. Children's toys, swing-sets, jungle-gyms, trampolines and other outdoor recreational equipment and appurtenances shall be allowed only at the rear or behind a Dwelling and shall be located so as not to be visible from any public street. The ARC must approve freestanding playhouses and tree houses; no above ground swimming pools shall be allowed on any Lot. No statues, water fountains, bird baths, flagpoles or furniture shall be placed or maintained on the front or side yard of any Lot without the approval of the ARC. All outdoor furniture for any Dwelling shall be kept and maintained only at the rear or behind the Dwelling. Outside clothes lines and other facilities for drying or airing of clothes are prohibited. No clothing, rugs or other items shall be hung, placed or allowed to remain on any railing, fence or wall. Barbeque grills and other outdoor cooking equipment and apparatus shall be located only at the rear of a Dwelling and should not be visible from any public street. No rocks, rock walls, fencing or other substance shall be placed on any Lot as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or to

otherwise impede or limit access to same. Seasonal or holiday decorations (e.g. Christmas trees and lights, pumpkins, Thanksgiving decorations) shall be promptly removed from any Lot or Dwelling within fifteen (15) days following such holiday.

3.32 A mailbox bearing the house number must be erected at the time of construction. All mailboxes and house numbers must be erected by the Lot Owner, in strict conformity with design criteria established by the ARC, which shall be common for every Lot.

3.33 All shutters shall be custom built and approved by the ARC.

3.34 The color(s) of the Dwelling shall be subtle and subdued. The front steps shall be brick, stone or architecturally treated concrete. No bright colors will be allowed.

3.35 Silt fences must be installed, maintained and roads cleaned of all dirt, silt and rocks as needed. A designated driveway with gravel will be excluded.

#### **NO VARIANCES REGARDING 3.33 THROUGH 3.35 WILL BE GIVEN**

### **ARTICLE IV ARCHITECTURAL REVIEW COMMITTEE**

4.1 The ARC will consist of one (1) person, but in no case more than three (3) persons, all of whom shall be appointed and may be removed, with or without cause, at any time by the Developer, in Developer's sole discretion, during the Control Period. Upon termination of the Control Period, all Lot Owners agree, upon written notice of no less than ten (10) days, to meet within sixty (60) days whereby the attending Lot Owners, without any quorum requirements, shall by majority vote of the Lot Owners present at the meeting shall agree to the new composition of the ARC.

4.2 All plans and specifications, including plot plans, grading and drainage plans for any improvements to a Lot, exterior material, texture and color selection for any dwellings and the plans for entrance columns serving any Lot within the Property shall be first filed with and approved by the ARC before any construction is commenced on such Lot. The ARC shall have the authority to require modifications and changes in plans and specifications if it deems the same necessary. In no case shall the ARC's failure to approve, deny or respond in any manner to any submitted plans and specifications be deemed an approval of the submitted plans and specifications or any waiver of the Developer's and/or ARC rights as set forth herein.

4.3 The authority to review and approve plans and specifications as provided herein is a right and not an obligation. Owners (and their respective contractors) shall have the sole obligation to oversee and construct dwellings in accordance with the restrictions hereof and the plans and specifications approved by the ARC. No dwellings, buildings, structures or other improvements of any nature shall be constructed, erected, placed or maintained on any Lot until such time as the ARC has approved in writing the plans therefore. The ARC shall have the right to establish and amend from time to time written rules, regulations and standards governing the policies, guidelines and minimum requirements related to the construction and alteration of any dwellings or other improvements on any Lot, as well as the content and types of information required to be submitted to the ARC for its approval, each of which shall be in addition to the



provisions and requirements set forth herein.

4.4 The ARC must approve any exterior remodeling, reconstruction, alterations or additions to an existing dwelling or any activity, which would change or alter the exterior appearance of a dwelling. Interior remodeling, reconstruction or alterations not affecting the exterior appearance of a dwelling shall not require the written approval of the ARC but shall comply with all restrictions and covenants set forth herein.

4.5 Neither the ARC nor any architect or agent thereof nor the Developer shall be responsible to check for any defects in any plans or 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. EACH OWNER BY ACCEPTANCE OF A DEED TO ANY LOT DOES HEREBY WAIVE AND RELEASE THE ARC AND DEVELOPER, ANY OF THEIR RESPECTIVE AGENTS, OFFICERS, DIRECTORS, MEMBERS, SUCCESSORS AND ASSIGNS FROM ANY LIABILITY OF ANY NATURE WHATSOEVER ARISING FROM DAMAGE, LOSS OR EXPENSE SUFFERED, CLAIMED PAID OR INCURRED BY ANY OWNER ON ACCOUNT OF ANY DEFECTS IN ANY PLANS AND SPECIFICATIONS SUBMITTED TO OR APPROVED BY THE ARC, ANY DEFECTS RESULTING IN ANY WORK DONE ACCORDING TO THE PLANS OR SPECIFICATIONS SUBMITTED PURSUANT TO THE REQUIREMENTS OF THIS ARTICLE IV AND ANY INJURY TO PROPERTY OF PERSON INCLUDING DEATH, ARISING FROM ANY DEFECT IN ANY IMPROVEMENTS CONSTRUCTED ON SUCH OWNER'S LOT.

4.6 The ARC shall in its sole discretion, determine whether the plans and specifications and other data and information submitted by any Owner for approval are acceptable. Any approval granted by the ARC shall be effective only if such approval is in writing. The ARC shall have the right to disapprove any plans and specifications upon any ground(s) which is consistent with the objectives and purposes of the Protective Covenants, including, without limitation, purely aesthetic considerations, failure to comply with any of the provisions of the Protective Covenants, failure to provide requested information, objection to exterior design, appearances or material, objection on the grounds of incompatibility with the overall scheme of development for the Property, objection to location of any proposed improvements on any Lot, objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any dwellings or other improvements on any Lot or any other matter which, in the sole and absolute judgment of the ARC would render the proposed approval of plans, specifications and other data for any one specific dwelling shall not be deemed an approval or other obligate the ARC to approve similar plans, specifications or data for any other dwelling to be constructed on any Lot within the Property.

4.7 THE PROPERTY MAY BE LOCATED IN AN AREA WHICH INCLUDES, UNDERGROUND MINES, TUNNELS, SINKHOLES AND SUB-SURFACE CONDITIONS. THE APPROVAL OF PLANS AND SPECIFICATIONS BY THE ARC SHALL NOT BE CONSTRUED IN ANY RESPECT AS A REPRESENTATION OR WARRANTY BY THE ARC OR DEVELOPER TO ANY OWNER THAT THE SURFACE OR SUB-SURFACE CONDITIONS OF ANY LOT ARE SUITABLE FOR THE CONSTRUCTION OF A DWELLING OR OTHER STRUCTURES THEREON. IT SHALL BE THE SOLE RESPONSIBILITY OF EACH OWNER TO DETERMINE THE SUITABILITY AND ADEQUACY OF THE SURFACE AND THE SUB-SURFACE CONDITIONS OF THE LOT. NEITHER DEVELOPER NOR THE ARC SHALL BE LIABLE OR RESPONSIBLE FOR ANY



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DAMAGE OR INJURY SUFFERED OR INCURRED BY OWNER OR ANY OTHER PERSON AS A RESULT OF SURFACE OF SUB-SURFACE CONDITIONS AFFECTING A LOT OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, ANY SURFACE OR SUB-SURFACE DRAINAGE, UNDERGROUND MINES, TUNNELS, SINKHOLES OR OTHER CONDITIONS OR TYPES OF GROUND SUBSIDENCE OCCURRING ON OR UNDER ANY LOT.

4.8 The ARC shall have the right to establish, amend, change and modify from time to time reasonable charges and fees for the review of any plans and specifications submitted pursuant to the provisions hereof. Furthermore, the ARC shall upon request and at reasonable charges, furnish to any owner a written certificate setting forth whether all necessary ARC approvals have been obtained in connection with any dwelling or other improvements on any Lot.

4.9 Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one (1) or more of said covenants or restrictions shall for any reason be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

4.10 Whenever in these Protective Covenants, Developer or the ARC has the right to approve, consent to or require any action to be taken, such approval, consent to or required action shall, except as otherwise specifically provided herein to the contrary, be given or withheld in the sole and absolute discretion of Developer and/or ARC.

## **ARTICLE V MISCELLANEOUS**

6.1 Amendment of Declaration. During the Control Period, this Declaration may be amended by the Developer at any time and in Developer's sole discretion. Following the expiration of the Control Period, any amendment to this Declaration must be approved by no less than two-thirds (2/3) of the Lot Owners.

6.2 The terms and provisions of these Protective Covenants shall be binding upon each Owner and their respective heirs, executors, administrators, personal representatives, successors and assigns of each Owner and shall endure to the benefit of Developer, the ARC and all of the Lot Owners. These Protective Covenants shall be deemed covenants running with the land and any Lot shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved and maintained subject to all of the terms and provisions of these Protective Covenants.

6.3 All personal pronouns used herein whether used in masculine, feminine or neuter gender shall include all genders. The use of the singular tense shall include the plural and vice versa.

6.4 Each Lot Owner hereby waives any right to seek or obtain judicial partition of any portion of the Property.

6.5 Notwithstanding anything provided herein to the contrary, no sale, transfer, conveyance, lease, pledge, encumbrance or other hypothecation of any Lot by Developer to any



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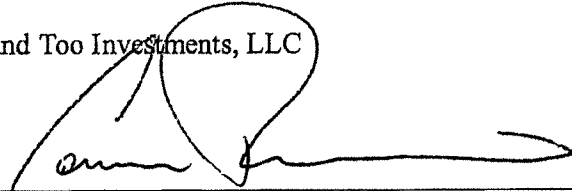
third party shall constitute or be deemed a transfer of any of the rights reserved herein to Developer unless express reference is made in such instrument of conveyance to the specific rights created in these Protective Covenants which Developer is transferring to such third party.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on  
this 7<sup>th</sup> day of April, 20 23.

(Signatures and Notary Acknowledgments on Following two (2) pages.)

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Round Too Investments, LLC

/s/   
By: Connor Farmer

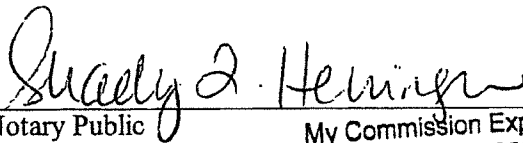
STATE OF ALABAMA )

COUNTY OF Shelby )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Connor Farmer, for Round Too Investments, LLC, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me that, being informed of the contents of the instrument, he, and with full authority, executed the same voluntarily for and as the act of said limited liability company, on the day the same bears date.

Given under my hand and official seal, this the 7<sup>th</sup> day of April, 2023.

SEAL

  
Notary Public My Commission Expires  
My Commission Expires: February 8, 2026

SHADY T HERRINGTON  
Notary Public  
Alabama State at Large

THIS INSTRUMENT PREPARED BY:

Tommy B. Majors IV, Esq.  
The Majors Law Firm, LLC  
3684 Cahaba Beach Rd  
Birmingham, AL 35242



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### CONSENT OF LENDER

IN WITNESS WHEREOF, the undersigned Mortgagee hereby joins in and consents to the terms and provisions of the foregoing Declaration of Covenants, Conditions and Restrictions for The View At Indian Crest Phase II, A Residential Subdivision, and agrees that the subject property is subject to all terms and conditions of the Declaration for all purposes.

Dated as of the 7<sup>th</sup> day of April, 20 23.

Mortgagee:

/s/ DA Loe  
By: DAVID Comer  
Its: SVP

STATE OF ALABAMA )

COUNTY OF Shelby )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David Comer, whose name as SVP of Central State Bank, is signed to the foregoing instrument and who is known to me, acknowledged before me that, being informed of the contents of the instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said Mortgagee.

Given under my hand and official seal, this the 7<sup>th</sup> day of April, 20 23.

SEAL

Shady T. Herrington  
Notary Public  
My Commission Expires: February 8, 2026

SHADY T HERRINGTON  
Notary Public  
Alabama State at Large



