

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR**

HUNTER BEND SUBDIVISION

Randolph County, Alabama

THIS DECLARATION OF RESTRICTIONS is made ___ day of _____, 2000, by HUNTER BEND DEVELOPMENT, L.L.C., an Alabama limited liability company, hereinafter referred to as the “Developer” and HUNTER BEND PROPERTIES, an Alabama general partnership comprised of THE KERR FAMILY PARTNERSHIP, being comprised of THE EXA H. KERR MARITAL TRUST, THE EXA H. KERR CHILDREN’S TRUST, AND R. H. KERR MARITAL TRUST; and FRANCES HANSON, JANE WILLIAMSON, and the ESTATE OF MELINDA K. WILSON, hereinafter referred to as “the Hunter Bend Properties Partnership”.

W I T N E S S E T H

WHEREAS, the Hunter Bend Properties Partnership and Developer have entered into an agreement for approximately 210 acres of land on R.L. Harris Reservoir, a/k/a Lake Wedowee, Randolph County, Alabama described in Article II of this Declaration and referred to herein as the Hunter Bend Properties and desire from time to time to dedicate a portion of the Hunter Bend Properties as a residential development; and

WHEREAS, the Hunter Bend Properties Partnership and Developer intend to develop and sell a portion of the Hunter Bend Properties, referred to herein as “Dedicated Hunter Bend Properties” and to restrict the Dedicated Hunter Bend Properties in accordance with a common plan designed to preserve the value and residential qualities of the Dedicated Properties, for the benefit of its future Owners; and

WHEREAS, the Hunter Bend Properties Partnership and Developer have caused the Hunter Bend Homeowners Association, Inc. to be formed as a master association for the purpose of providing a non-profit corporation to serve as representative of Developer and Owners of any part of the Hunter Bend Properties which is hereafter made subject to this Declaration or other Declarations, and to enforce these covenants and to coordinate various neighborhood associations which may be formed in the future within the Hunter Bend Properties.

NOW THEREFORE, Developer and the Hunter Bend Properties Partnership declare that the Dedicated Hunter Bend Properties, described hereafter in Article II, Section 2. shall be held, sold, conveyed encumbered, rented, used, occupied and improved subject to the following Easements, Restrictions, Covenants and Conditions set forth below expressly and exclusively for the use and benefit of the Dedicated Property and of each and every person or entity who now or in the future owns any portion or portions of the Dedicated Property.

THE COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED HEREIN SHALL NOT APPLY TO OR AFFECT ANY PORTION OF THE HUNTER BEND PROPERTIES, WHICH ARE NOT SPECIFICALLY SUBJECTED TO SAME BY THIS DECLARATION, OR OTHER SUBSEQUENT DECLARATIONS.

ARTICLE I

DEFINITIONS

SECTION 1. The following words when used in this Declaration or any supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (A) Accessory Building shall mean and refer to a subordinate building, the use of which is incidental to that of the Dwelling Unit, and located on the same Lot therewith.
- (B) Alterations shall mean or refer to change or rearrangement, as applied to a building or structure, in the structure parts or enlargement, whether by extending on the side or increasing by height.
- (C) Association shall mean or refer to Hunter Bend Homeowners Association, Inc., a non-profit corporation, its successors and assigns.
- (D) Developer and Declarant Developer shall mean Hunter Bend Development L.L.C., an Alabama limited liability company, its successors or assigns and Declarants shall mean Developer and the Hunter Bend Properties Partnership.
- (E) the Hunter Bend Properties shall mean the approximate 210 acres of land now owned by the Hunter Bend Properties Partnership and Hunter Bend Development, L.L.C. as more particularly described in Article II, Section 1.
- (F) Dedicated Hunter Bend Properties shall mean the approximate 103 acres of land dedicated by this Declaration, and more particularly described within the plat of Hunter Bend Subdivision Phase I as recorded in the Office of the Judge of Probate of Randolph County, Alabama in Plat Cabinet B, Pages 129-130. (Sometimes referred to as “Hunter Bend Phase I” or “Dedicated Hunter Bend Properties, Phase I”)
- (G) Additional Hunter Bend Properties shall mean the approximate 107 acres of the Hunter Bend Properties, after dedication of the 103 acres contained in Hunter Bend Phase I.
- (H) Common Area shall mean all real property (including the improvements thereon), which may in the future be deeded by the Hunter Bend Properties Partnership or others to the Association for common use and enjoyment of the Owners.

- (I) Family shall mean one or more persons related by blood, marriage or adoption, occupying a Dwelling Unit and living as a single, non-profit housekeeping unit.
- (J) Floor Area shall mean the sum of the floor area for each of the several stories under one (1) roof measured from the interior limits of the structure.
- (K) The Properties shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration (“Dedicated Hunter Bend Properties” pursuant to Article II, Section 2) or any supplemental Declaration under the provisions of Article II, Section 3. hereof.
- (L) Lot shall mean and refer to any plot of land designated by number and located in the recorded Plat of Hunter Bend Subdivision, Phase I and which may be designated in any subsequent phases of Hunter Bend with subsequent Declarations executed by Developer and the Hunter Bend Properties Partnership.
- (M) Dwelling Unit shall mean and refer to any portion of a detached building situated upon the Properties, designed and intended for use and occupancy as a residence by a single-family unit.
- (N) Owner shall mean and refer to a record Owner of the fee simple title to any Lot or Dwelling Unit situated upon the Dedicated Hunter Bend Properties.
- (O) Committee shall mean the Architectural Control Committee to be appointed by the Developer.
- (P) High Water Mark is the normal high elevation of water in the reservoir or lake (793 feet m.s.l.).

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION OR WHICH MAY BE MADE SUBJECT TO THIS DECLARATION IN THE FUTURE.

Section 1. Hunter Bend Properties. Approximately 210 acres of land on R.L. Harris Reservoir, a/k/a Lake Wedowee, Randolph County, Alabama now owned by the Hunter Bend Properties Partnership and Hunter Bend Development, L.L.C. and shown on “Exhibit A”, attached hereto and made a part hereof.

Section 2. Dedicated Hunter Bend Properties. Approximately 103 acres of Land on R.L. Harris Reservoir, a/k/a Lake Wedowee, Randolph County, Alabama now owned by the Hunter Bend Properties Partnership being part of the Hunter Bend Properties and being further shown

on plat recorded in the Office of the Judge of Probate of Randolph County, Alabama in Plat Cabinet B, at pages 129-130.

Section 3. Additional Hunter Bend Properties shall mean the approximately 107 acres remaining in the Hunter Bend Properties after dedication of the Plat of Hunter Bend Phase I.

Section 4. Future Dedicated Hunter Bend Properties. Should the Hunter Bend Properties Partnership and Developer, decide in their sole discretion to subject any additional portions of Hunter Bend Properties to the Covenants, Conditions and Restrictions contained herein, they may do so by execution and recordation of amendments dedicating such future Phases of Hunter Bend.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners Easement 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 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 or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of the members of the Association has been recorded.
- (D) all other covenants, restrictions and affirmative obligations contained herein including THE RIGHT OF THE ASSOCIATION TO SET MAINTENANCE ASSESSMENTS, CAPITAL IMPROVEMENT ASSESSMENTS, OR TO FORECLOSE A LIEN FOR NON-PAYMENT OF ASSESSMENTS ALL AS PROVIDED HEREINAFTER.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, 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 property.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership may be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Qualifications. The members association shall consist of all the record Owners of Lots in the Dedicated Hunter Bend Properties and each Lot Owner shall be entitled to one vote for each Lot owned (or fractional Lot owned), as shall be established by recording in the Office of the Judge of Probate of Randolph County, Alabama of a Deed or other instrument establishing a record title to a Lot in the Dedicated Hunter Bend Properties and the delivery to the Association of a certified copy of such instrument, the Owner designated by such instrument thereby becoming a member of the Association. The membership of the prior Owner shall be thereby terminated provided such prior owner is not a record Owner of other Lots of the Dedicated Hunter Bend Properties. Should additional portions of the Hunter Bend Properties, be dedicated by Developer, pursuant to Article II, Section 4. herein, such Owners of subsequent dedicated phases shall also become members of the Association subject to all the terms and conditions contained herein.

Section 3. Voting Rights. The voting rights of the members of the Association shall be subject to the terms and conditions of the Bylaws of the Association once prepared, executed and recorded.

ARTICLE V

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS

Section 1. Residential Building. All Lots in residential areas (expressly excluding the Common Areas) shall be used exclusively for residential purposes; no structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family detached dwelling not to exceed two and one-half (2 ½) stories in height, one (1) small one story Accessory Building which may include a private garage and one (1) detached boathouse. All structures must be built in accordance with plans and specifications approved by the Committee. No detached boathouse may be erected on a site which will interfere with the adjoining Owner's access or view. No sleeping or living quarters will be permitted within any accessory structure.

Section 2. Location of Houses. The house shall be sited in such a way as to provide a minimum sideyard setback of ten (10) feet from the farthest projection of the house, usually the roof overhang, from one side-lot line and a minimum sideyard setback of fifteen (15) feet from the other side-lot line, the choice of which is at owners' discretion, and a minimum of thirty-five (35) feet setback from any street. A minimum setback line from the 795' contour waterfront elevation line of fifty (50) feet from the farthest projection will be observed. The Developer reserves unto itself, its successors and assigns, the right to control absolutely and to

decide solely the precise site and location of any house or dwelling or other structure on every Lot within the development; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Lot Owner to recommend a specific site. (NOTE: All septic field lines are required to be a minimum of fifty (50) feet from the High Water Mark [793' contour elevation]). All driveways shall have a maximum opening width of twelve (12) feet at the intersection of any paved subdivision road.

Section 3. Minimum Square Footage of Building Lot and Improvements. No plans will be approved unless the proposed house will have the minimum required floor area of 1,600 square feet of enclosed dwelling space, finished for year-round dwelling purposes. The term enclosed dwelling area as used in these minimum size requirements shall mean the total enclosed area within a dwelling; provided, however, that such term does not include garages, boathouses, greenhouses, atria, terraces, decks, open porches and like spaces; and provided, further expanded lean-to or dormer attic space and screened porches, even though attached to the house, are specifically excluded from the definition of the aforesaid term "enclosed dwelling area", regardless of whether the roof of such spaces forms an integral part of the roof line of the main dwelling or whether such spaces are located on the ground floor of a two story dwelling. No Lot may be utilized as a building Lot, unless such Lot contains a minimum of 15,000 square feet.

Section 4: Minimum Standard of Construction. All construction will be done in conformance with the National Electrical Code, the Southern Standard Building Code, and the requirements of the Alabama State Public Health Department. Lots in Hunter Bend shall be sold with the intent that the Purchaser construct a dwelling thereon. There is no minimum period of time within which construction must commence unless a lot is cleared, then Owner must landscape said lot or commence construction of the Dwelling Unit, within forty-five (45) days. **Once construction of the Dwelling Unit has begun it must be completed within twelve (12) calendar months from the date of beginning.**

Section 5: Trees. No tree measuring eight (8) inches or more in diameter at ground level may be removed without prior written approval of the Developer, unless said tree is located (1) within fifteen (15) feet of the main Dwelling Unit or Accessory Building; (2) within fifteen (15) feet of the site for such building; (3) within the limits of an approved driveway; (4) within area required to be excavated for the installation of the septic system; or, (5) within the area designated as parking area in accordance with Section 10 herein.

Section 6: Water System. The Developer is installing a water system in Hunter Bend. It shall be the obligation of the Owner of a Lot in Hunter Bend to use the water system as the only source of supply to the Owner's residence as directed by the requirements of the Alabama State Public Health Department. All required connection fees shall be paid by the Owner to the Hunter Bend Water System, its successors and assigns, and all charges for the use of water by Owner shall be paid by the Owner to the Water System. Water use and service lines shall be subject to the applicable regulations of the Water System, its successors and assigns or appropriate governmental authorities. However, all lots are approved for wells by the Alabama State Public Health Department. A well may be drilled and used on said lot while the Hunter Bend Water System is under construction and until completed for a temporary source

of water. At the point that the Hunter Bend Water System is completed and water is available through said system, all Hunter Bend Lot Owners are required to use the said system and discontinue use of wells. The only exception to this covenant is in the event a Lot Owner or a member of his or her family have a documented medical reason whereby said person cannot use chlorinated water due to allergic reactions. Then the Lot Owner in Hunter Bend may use a well for a permanent source of water.

Section 7: Temporary Structures. A structure of a temporary nature shall not be placed upon a Lot at any time with the exception of shelters used by the contractor during the construction of the Dwelling Unit. It is clearly understood that these temporary construction shelters may not at any time be used as residences or permitted to remain after the completion of construction.

Section 8: Trailers. No trailer, mobile home, or other similar outbuilding or structure shall be placed on any Lot either temporarily or permanently. However, recreational vehicles (RV's) are permitted to be parked and occupied for camping purposes for a period not to exceed two weeks at any one time during the period prior to construction. Once the house is completed recreational vehicles may be parked, but not occupied, in a location which must be first approved by the Architectural Control Committee.

Section 9: Storage Structures. Outside fuel storage tanks, or similar storage receptacles, not installed within the main Dwelling Unit or within the Accessory Building, are required to be buried underground or to be screened from view by screen planting or fencing, subject to the provisions of Section 23 of these Covenants.

Section 10: Parking. Each Owner shall provide space for off-street parking of two automobiles (minimum two hundred square feet per space) prior to the occupancy of any Dwelling Unit constructed on his Lot. Parking area is to be clearly designated on the site plan when submitted for review by the Developer. On-street parking is not permitted.

Section 11: Garbage Area. Each Lot Owner will be required to provide a screened storage area for garbage cans or bags or to provide underground garbage receptacles or similar facilities subject to the provisions of Section 23 (2a) of these Covenants. Such facilities will be temporary in nature. Each and every Owner will be required to place garbage in collection facilities provided by the Homeowner's Association.

Section 12: Utility Easements. The Hunter Bend Properties Partnership reserve unto themselves, their successors and assigns, a perpetual, alienable, and releasable easement right on the surface of, under and over the ground to erect, maintain and use electric and telephone poles, wire, cables, conduits, sewers, water mains and lines, and other suitable equipment for conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over the rear ten (10) feet of each Lot and ten (10) feet along each side of each Lot and such other areas as are shown on the applicable plat; provided, further, that the Developer may cut drainways for surface waters wherever and whenever such action may appear to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees,

bushes or shrubberies, make any gradings of the site or to take any other similar actions reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, appearance, and safety. The establishment of these easements is in no way to imply that all utilities will be installed by the Developer.

Section 13: Septic Tanks. The location of all septic tanks and appurtenances must be approved by the Developer prior to installation. The septic tanks and accompanying facilities are to be **installed and maintained according to the rules of the State of Alabama Public Health Department and the Randolph County Public Health Department.** Once the Developer grants approval of the preliminary plan for the residence and **prior to the initiation of construction of the Dwelling Unit**, the Owner or his representative must meet with the Randolph County Health Officer to obtain approval of plans and the location of the septic tank and the drainfield lines. Prior to said initiation of construction of the Dwelling Unit, the Owner shall dig a sample drainfield line opening in the proposed location to determine adequacy of the subsoil for each construction. The Alabama Department of Public Health requires a minimum fifty (50) foot setback from High Water Mark to any drainfield line.

Section 14: Boat Docks and Piers. Owners of Lots fronting on the R.L. Harris Reservoir, a/k/a Lake Wedowee, may erect boat docks on property located between the outer boundary of their Lots and the High Water Mark if all sketch plans and specifications, including siting, and finish for boat docks, have been approved by the Committee and Alabama Power Company prior to beginning construction. All piers must be approved and constructed in accordance with Alabama Power Company requirements. All Owners who construct or cause to have constructed a boatdock agree to maintain such structures in good repair and keep same safe, clean, and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the High Water Mark, exclusive of pilings. Details of the above will be submitted by Lot Owner to the Developer in order to insure that piers and docks are placed in proper locations.

Section 15: Television and Radio Signal Receiving Devices (Satellite Dishes). Television and Radio receiving devices shall be subject to Committee approval.

Section 16: Seawalls. Owners of Lots fronting on R.L. Harris Reservoir, a/k/a Lake Wedowee may erect seawalls on property located between the outer boundary of their Lots, and contiguous to same, and the High Water Mark, upon complying with the following terms and conditions:

- (A) Sketch plans and specifications including siting, type of materials, color, and finish must be approved by the Committee prior to beginning construction. Details of the above will be submitted by Lot Owner to the Developer.
- (B) All seawalls must be sited and reviewed, prior to construction, by the Committee and approved and constructed in accordance with Alabama Power Company and any other public or private entity having supervisory jurisdiction over such seawalls.

Section 17: Placement of Boat Ramps. In order to prevent interference with the use of adjacent Lots, all boat ramps will be placed in such a manner that the closest edge of the ramp is no closer than fifteen (15) feet to any adjoining Lot line, or the projection of any adjoining Lot line out into the water.

Section 18: Entry. Whenever the Developer is permitted by these Covenants to correct, repair, clean, preserve, clear out, or take any action on the property of any Lot Owner, the Developer must first obtain the approval of the Committee and shall give written notice to the property Owner involved before entering the property. After such approval and notice, such actions shall not constitute a trespass on the part of the Developer.

Section 19: Unsightly Conditions. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on his respective Lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. This includes unkempt stacks of firewood or trash. Boats and boat trailers should be neatly parked in designated areas. Failure to comply with this provision may subject the Lot Owner to assessment for maintenance by the Association.

Section 20: Offensive Activity. The firing or discharging of firearms is prohibited. The discharging or use of fireworks of any type is prohibited. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No Owner shall maintain any plants, animals, devices, or things of any sort the normal activity or existence of which is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof. No livestock shall be permitted on any Lot.

Section 21: Signs. No signs of any kind shall be displayed to the public view on any Lot except one professional sign, if nor more than five (5) square feet advertising the property for sale, or for rent, or a sign used by the builder to advertise the property during the construction and sale period, or those sign(s) required by any governmental agency or public utility.

Section 22: Subdivided Lots. Any two (2) or more Lots may be subdivided or replatted by an Owner provided such subdivision or other replatting is first approved by the Committee and Developer, and such subdivision or replatting results in no Lot being smaller than originally platted. Developer expressly reserves the right to subdivide or replat any lot(s) as it sees fit prior to the sale of said lot(s). However, in any event, no Lot may be built upon which contains less than 15,000 square feet.

Section 23: Residential Design Criteria.

- (A) General. In accordance with the covenants herein, the Committee has developed the following criteria to be used in reviewing plans for proposed dwellings and structures in Hunter Bend and further, to be used either in approving or disapproving such proposed plans.

(B) Design Criteria.

1. Design of the Main Dwelling Unit:

- A. All plans for residential construction must be prepared by a qualified designer or a registered architect. Pre-designed “catalog” plans will be accepted for review provided they are complete and in sufficient detail to allow a full review by the Committee. Neither sketch plans nor any incomplete plans will be accepted for review by the Committee.

All revisions to the exterior of any plans, regardless of the state of construction, must be submitted to the Committee for review and approval prior to the implementation of such revisions. The Committee reserves the right to retain one (1) complete set of plans for each residence in its files.

- B. Roof lines shall be attractively designed to compliment the character of the Lot and the development in general and shall have a minimum rise or pitch of (5/12) five inches to twelve inches run. It is recommended that a departure from the use of common asphalt or flat shingles be considered.
- C. Building materials shall be of natural tones and colors to blend with the overall setting of the development. White, bright, or shiny surfaces will be subjected to careful review by the Committee.
- D. The house shall be designed and sited on the Lot so as to take maximum advantage of the topography, view, trees, and other natural features which tend to enhance the overall appearance of the finished structure and property. Special consideration should be given to the design of the lakeside elevation of the House.
- E. No carports shall be allowed. Garage doors shall be kept closed at all times except during ingress and egress.
- F. The Covenants require a minimum side-yard setback of (10) ten feet from the property line of the Lot, measured from the farthest projection of the structure, which in most cases is the overhang of the roof. The Alabama Department of Public Health requires a minimum of fifty (50) feet between the 793' elevation and any septic drain-field line. A minimum lakeside setback of fifty (50) feet will be observed on all Dwelling Units and Accessory Buildings except for boathouses..

2. Fences and Accessory Structures:

- A Fences shall be used only for screening unsightly areas such as storage receptacles, garbage cans, air conditioners, pet control areas, and the like. Such fences shall not exceed three (3) feet in height and shall be built of materials harmonious with those used in construction of the principal Dwelling Unit but cannot be solid. The use of fencing is encouraged for purposes of pet control. The design and location of any fencing or entrance gates must be approved by the Committee prior to its erection. Pet control fencing shall be limited to a run or pen and shall be no higher than five (5) feet and shall be located sufficiently far away from the 793' elevation to prevent run-off of animal waste into the lake. A side Lot set back of 30 feet will be required for all pet runs.
- B The use of Accessory Buildings, in general, is discouraged, and will be subject to careful review by the Committee. Detached garages are acceptable only if their design enhances the overall design of the Dwelling Unit. Greenhouses, storage spaces and other such structures, if contemplated, should be incorporated into the design of the Dwelling Unit. Plans, specifications and siting of any Accessory Building shall be submitted to and reviewed by the Committee as stated in Section 22 of the Covenants. **If approved the construction may begin.** All Accessory Buildings will be required to meet all previously mentioned set back lines and building codes.

C. Review and Inspection.

1. In addition to other restrictions contained herein, building plans will be subject to the following review procedures: Prior to the preparation of preliminary plans, the Owner or his architect, designer, contractor or other designated representative shall meet with the Committee to discuss design and construction requirements. On the basis of results of this meeting, the Owner may begin the design stage of his residence.
2. Final plans (or modification of same if requested by the Committee) must be submitted to the Committee for review. **It is understood that the Committee may utilize the services of an architect to assist in the review process and that Owner shall be charged a review fee for each set of plans submitted for approval.** The Committee shall take formal action on the submitted plans (including modified plans) within thirty (30) days from the date of submission by the Owner. The Committee may request modifications of the plans submitted and the Owners shall make such modification in a timely manner. The Developer shall keep one (1) set of these approved plans in its possession.
3. As the final step in the review and approval process and prior to construction, the Committee will designate a representative of the Developer to inspect siting after the house has been field staked and

before tree removal and excavation are started. (At this stage, plans will have been formally reviewed and approved by the Committee, The Owner will then be notified in writing of such approval **and construction may commence.**) Inspection may also be made as work progresses to insure compliance with the approval. A second inspection will be required after the footings have been poured and before any additional construction has begun.

ARTICLE VI

COMMON AREAS

Section 1. Dedication of Properties for Common Areas. Declarants, will by Deed recorded in the Office of Judge of Probate of Randolph County, Alabama, convey certain land and common areas to the Hunter Bend Homeowners Association for the use and enjoyment of the Owners and subject to the Covenants, Conditions and Restrictions contained herein.

Section 2. General description of land to be conveyed by Developer to the Association for Common Areas. The general description of common areas to be conveyed to the Association by Developer are as shown and designated as such on the various plats of Hunter Bend Subdivision, once filed of record.

Section 3. Maintenance of Common Areas. The maintenance and improvements of the Common Areas shall be the responsibility and the expense of the Association. There shall be no alteration or further improvements of the Common Areas without prior written approval of Committee, and the votes of the Owners of 75% of the Lots in then Dedicated portions of Hunter Bend provided, however, that any alterations or improvements of the Common Areas bearing the approval in writing of the Committee and Lot Owners entitled to cast a majority of the votes in the Association, may be done if the Owners who do not consent are relieved from the initial cost thereof. In this event, such Owners must pay their appropriate share of all future Common Area Assessments.

Section 4. Emergency Repairs. The Hunter Bend Homeowners Association shall have a reasonable right of entry upon and across any Lot to make emergency repairs and do other work reasonably necessary for the proper maintenance of the Common Areas.

Section 5. The placement of a gatehouse or wall, if any, at the main entrance to Hunter Bend IS NOT INTENDED TO OBLIGATE THE DEVELOPER OR THE ASSOCIATION TO PROVIDE ANY FORM OF SECURITY WITHIN THE DEDICATED HUNTER BEND PROPERTIES.

ARTICLE VII

COVENANTS FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer and the Hunter Bend Properties Partnership, for each Lot owned within the Properties, hereby covenant, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) individual assessments made pursuant to Article V – Section 19 herein, all such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney’s fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, which lien shall have the same validity and effect as a mortgage lien. Each such assessment, together with interest, costs, and reasonable attorney’s fees, shall also be the personal obligation of the person, or other entity, owning such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of residents in the Properties and for improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment under item (1) of Section 1 above, shall be Two Hundred and Forty Dollars (\$240.00) per year per Lot.

- (A) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year by the Board of Directors not more than twenty-five (25%) above maximum assessment for the previous year without a vote of the membership.
- (B) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 25% by a vote of the Owners of the Lots comprising two-thirds (2/3) of the Dedicated Hunter Bend Properties by vote in person or by proxy, at a meeting duly called for this purpose.
- (C) The Board of Directors of the Association may fix the monthly (annual) assessment at an amount not in excess of the maximum.

Section 4. Each Lot Owner is to pay an equal share of Common Area Maintenance and Improvement Costs. It is the intent of this Declaration that the Owner of each Lot in then Dedicated Phases of Hunter Bend shall pay equal assessments for common maintenance, or capital improvements (unless waived by Developer). It is further the intent of this Declaration that each Lot Owner shall pay an equal share of Common Area Assessments, regardless of whether the Lot is improved or unimproved, except Developer and the Hunter Bend Properties Partnership shall not be required to pay annual maintenance assessments or capital improvement assessments on any Lots it owns for the period of twenty-four (24) months from

date. After said twenty-four (24) month period, the Hunter Bend Properties Partnership will be required to pay annual assessments or capital improvement assessments on any Lots Dedicated Phases of Hunter Bend that it then owns. Should any Owner own more than one Lot including the fractional ownership of another Lot or Lots, such Owner shall pay prorated assessments for any such fractional ownership.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the consent, in writing, of Developer and the consent, in writing, of the Owners of two-thirds (2/3) of the Lots in Dedicated Phases of Hunter Bend.

Section 6. Assessments fixed by Board of Directors Subject to Hunter Bend Development, L.L.C. Consent. Developer reserves the right to maintain control of the Board of Directors of the Association until sooner of (i) relinquishment of total control in writing by Developer, (ii) conveyance of more than 95% of the Lots in the then Dedicated Phases of the Hunter Bend Properties or (iii) twenty (20) years from date at which time all assessments will be fixed by the Board of Directors subject to approval of the requisite number of Owners as provided in Article VII, Section 3. hereinabove. After relinquishment of control by Developer, the annual assessments and special easements for capital improvements will be set as follows:

- (A) the Board of Directors at a meeting called for that purpose, will fix the maximum annual assessment payable monthly, or fix special assessments for capital improvement payable within thirty (30) days of final approval of same.
- (B) A meeting of the members will be held to approve the new assessment or the special assessment. Written notice of any meeting called for the purpose of taking any action authorized under Article VII Section 3. (a) shall be sent to all members not less than twenty (20) days nor more than sixty (60) days in advance of the meeting. Voting and quorum shall be as provided in the Bylaws of the Association. The consent of members required by Article VII Section 3. (a) hereinabove may be provided at said meeting or by separate ratification of the required number of members. Unless there is an increase of annual assessment payable monthly in excess of the amount set out in Section 3. (a) herein or a special assessment for capital improvements set out in Article VII Section 5. herein, a simple majority of the members voting and present shall be sufficient to approve the actions of the Board of Directors setting such annual assessment.

Section 7. Uniform Rate of Assessment. Both annual and special assessments shall be at a uniform rate for all Lots and may be collected on a annual basis.

Section 8. Date of Commencement of Annual Assessments: Due Dates. Subject to the Developer and the Hunter Bend Properties Partnership' exception contained in Articles VII,

SECTION 4., the annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot in Hunter Bend Phase I to an entity other than the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual against each Lot at least thirty (30) days in advance of each assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association on the date of its issuance.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment or charge provided for this Article, Article V, Article VI, or any other Article, not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in accordance with the Code of Alabama 1975, Section 35-10-1 et seq. The amount due by such member shall include the assessment or other charge, the cost of such proceedings, interest and a reasonable attorney's fee. The Association shall have the right to sell the property at a public auction after giving notice to the member by registered mail at the address of the property and by publication in a newspaper of general circulation in Randolph County, Alabama. No Owner may waive or otherwise escape liability for the assessments provided for in the Article or any other Article by non-use of the Common Area or abandonment of his Lot or otherwise.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure proceedings shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. "Transfer" shall include any transfer to a lender or other person under a deed in lieu of foreclosure. No sale or transfer shall relieve such Lot or owner thereof from liability for any assessments thereafter becoming due on such lot from the lien thereof.

Section 11. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Alabama shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 12. Bylaws of Hunter Bend Homeowners Association, Inc. The Bylaws of Hunter Bend Homeowners Association, Inc., once executed and recorded in the Office of the Judge of Probate, of Randolph County, Alabama shall set specific provisions as to Voting Rights, designation of Voting Representatives, Board of Directors and Members Meeting and the number of Directors on the Board of Directors, powers and duties of the Board of

Directors, the Officers, physical management including budgets and such other matters as may be contained in such Bylaws; except that SHOULD THERE BE ANY CONFLICT WITHIN THE PROVISIONS OF THESE DECLARATIONS AND BYLAWS AS FROM TIME TO TIME AMENDED, THE PROVISIONS OF THIS DECLARATION SHALL PREVAIL.

Section 13. Permissive Maintenance and Contributions by the Association.

- (a) Permissive Maintenance. The Board of Directors of the Association, in addition to maintenance of Common Areas of the Association, may but will not be required to pay the cost of beautification and maintenance of Properties including any County right-of-ways contained within or adjacent to Dedicated Phases of Hunter Bend, or to maintain and beautify any other Properties contained within or contiguous to the Dedicated Areas of Hunter Bend, with consent of the Owner of record of such Properties.
- (b) Cooperation with other Associations. The Board of Directors of the Association may cooperate with the Board of Directors or governing bodies of Associations of contiguous or adjacent developments, whether within or without the Hunter Bend Properties, and take such actions as the Board of Directors deem proper and reasonable to beautify, make more secure, and develop the Hunter Bend Properties or land adjacent thereto.
- (c) Contributions. The Board of Directors shall be authorized, but not required, to make contributions to volunteer fire departments and rescue departments, garbage collection services, or any public or private organization rendering services of benefit to the Owners.

Section 14. Easements and Dedication of Streets.

- (a) Easements requested by Developer and the Hunter Bend Properties Partnership. Upon written request of Developer and/or the Hunter Bend Properties Partnership, the Association will grant easements across the Common Areas for use by Developer and/or the Hunter Bend Properties Partnership in development of the Hunter Bend Properties, PROVIDED, that the cost of constructing and maintaining such easements are not required to be paid by the Association.
- (b) Easements in Favor of Utility Companies. Additionally, the Association may grant easements across the Common Areas to public or private utilities provided the Association receives consent for same by Developer.
- (c) Dedication of Common Areas for Public Use. Additionally, the Association may dedicate portions of the Common Areas to Randolph County or any subdivision thereof for public use and maintenance, provided, the Association receives consent for same by Developer and the Hunter Bend Properties Partnership.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, Developer, the Hunter Bend Properties Partnership, or any Owners, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges nor or hereafter imposed by the provision of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one or more of these covenants or restrictions by judgements or court order shall in no affect any of the other provisions of these covenants, conditions, and restrictions which shall remain in full force and effect.

Section 3. Amendment of Covenants, Conditions and Restrictions. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by an instrument signed by Owners of not less than seventy percent (70%) of the Lots in then Dedicated Phases of the Hunter Bend Properties and joined in by Developer or the Hunter Bend Properties Partnership. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by Owners of not less than seventy percent (70%) of the Lots in then Dedicated Phases of the Hunter Bend Properties, joined in by Developer and the Hunter Bend Properties Partnership. After said twenty-five (25) year period this Declaration may be amended by an instrument signed by Owners of not less than sixty-six and 2/3 percent (66 2/3%) of the Lot Owners of Dedicated Phases of Hunter Bend and joined in by Developer or the Hunter Bend Properties Partnership. "Lot Owners" shall mean and include the Hunter Bend Properties Partnership and Developer with respect to any and all Lots owned by them, and shall further include the Lot Owners of any and all additional land in the Hunter Bend Properties submitted to this Declaration under Article II. No further consents shall be required from any other person to effect a valid amendment to this Declaration. Any amendment must be recorded.

Section 4. Assignment. Any rights and/or obligations of the Hunter Bend Properties Partnership under the terms of this Declaration may be transferred, assigned, or delegated to such person(s) or entities as desired by the Hunter Bend Properties Partnership. Documentation of such assignment or transfer shall be filed of record in the Office of the Judge of Probate of Randolph County, Alabama and thereafter may be relied upon by any Owners or third parties in securing any consents or authorization required in connection with the Hunter Bend Subdivision.

Section 5. Indemnity for Damages. Each and every Lot Owner and future Lot Owner, in accepting a deed or contract for any Lot subject to these Restrictions, agrees to indemnify Declarant for any damage caused by such Owner, to roads, streets, gutters, walkways, or other

aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines.

In Witness Whereof, the undersigned Hunter Bend Development, L.L.C., an Alabama limited liability company and the Hunter Bend Properties Partnership, being the Declarants herein, have caused this Declaration to be executed on this the ____ day of August, 2000.

HUNTER BEND DEVELOPMENT COMPANY, L.L.C.

ATTEST:

BY: _____
Its Secretary

BY: _____
Its Manager

HUNTER BEND PROPERTIES,
an Alabama general partnership

BARRY L. WILSON
Its Managing Partner

(ACKNOWLEDGEMENTS ON FOLLOWING PAGE)

STATE OF ALABAMA
COUNTY OF _____

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Madison H. Hooton, Jr. and Wyatt Wright, III as Manager and Secretary respectively of Hunter Bend Development, L.L.C. and who are known to me and who being by me first duly sworn, on oath, doth depose and say that they, having been informed of the contents of the foregoing agreement, executed the same voluntarily and with full authority on the day that the same bears date.

Given under my hand and seal on this the ____ day of August, 2000.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF _____

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Barry L. Wilson, as Managing Partner of Hunter Bend Properties, an Alabama general partnership, who is known to me and who being by me first duly sworn, on oath, doth depose and say that he, having been informed of the contents of the foregoing agreement, executed the same voluntarily and with full authority on the day that the same bears date.

Given under my hand and seal on this the ____ day of August, 2000.

NOTARY PUBLIC
My Commission Expires: _____