

**REFORMED DECLARATION OF
COVENANTS , CONDITIONS AND RESTRICTIONS,
WOODHAVEN LAKES**

THIS DECLARATION is made this _____ day of _____, 2007, by Woodhaven Lakes Property Owners Association, an Alabama non-profit corporation, hereinafter referred to as the "Association", and sometimes hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Woodhaven Lakes Development Corporation, an Alabama Corporation, hereinafter referred to as "Developer", established a subdivision on the lands known as "Woodhaven Lakes", hereinafter referred to as "development", consisting of residential lots, roads, parks and common areas as shown and described on the plats of the development recorded as follows:

1. Blocks "A", "B", and "C" of Woodhaven Lakes recorded in Map Book Volume 2A, Page 368, in the Office of the Judge of Probate of Blount County, Alabama;
2. Woodhaven Lakes, Second Addition, as recorded in Map Book Volume 2A, Page 380, in the Office of the Judge of Probate of Blount County, Alabama;
3. Woodhaven Lakes, Third Addition, as recorded in Map Book 100, Page 64, in the Office of the Judge of Probate of Jefferson County, Alabama;
4. Woodhaven Lakes, Fourth Addition, as recorded in Map Book 3, Page 15, in the Office of the Judge of probate of Blount County, Alabama;
5. Woodhaven Lakes, Fifth Addition, and resurvey of Lots 1-14 and 201-210 of the Third Addition, as recorded in Map Book 101, Page 65, in the Office of the Judge of Probate of Jefferson County, Alabama;
6. Woodhaven Lakes, Sixth Addition, as recorded in Map Book 102, Page 35, in the Office of the Judge of Probate of Jefferson County, Alabama;
7. Woodhaven Lakes, Seventh Addition, as recorded in Map Book 102, Page 60, in the Office of the Judge of Probate of Jefferson County, Alabama, hereinafter collectively referred to as the "Plats", and

WHEREAS, Developer did, pursuant to Court approval, subject and impose upon the lands within the development and upon the residential lots and parcels in common areas located therein, certain heretofore and prior non-existing mutual and beneficial restrictions, covenants, conditions, easements, liens and charges contained within this Declaration to provide Veterans Administration

and other governmental-backed financing of the purchase of lot improvements, and to provide future beneficial ownership and protection under the laws of Alabama to all lot owners owning lots within the development and to the association to own the common area properties therein, and combining and incorporating prior existing declarations of covenants, conditions and restrictions of record into a Master Declaration of Covenants and Restrictions; and

WHEREAS, pursuant to said Master Declaration of Covenants and Restrictions, all powers and reservations previously reserved and granted to the Developer have been vested in the Association; and

WHEREAS, Declarant has been ordered and authorized to make this Reformed Master Declaration pursuant to an Order entered in Civil Action Number 06 3582-JSV, in the Circuit Court of Jefferson County, Alabama, a copy of which is attached hereto as Exhibit A; and

WHEREAS, pursuant to said Order, and with the express consent of record owners of certain lands to be included in the Development, Declarant hereby sets forth the properties described in Exhibit B known as Woodhaven Lakes, to be subject to these Restrictions, to wit, the residential lots, roads, parks and common areas as shown and described on the plats of the development recorded as follows:

1. Blocks "A", "B", and "C" of Woodhaven Lakes recorded in Map Book Volume 2A, Page 368, in the Office of the Judge of Probate of Blount County, Alabama.
2. Woodhaven Lakes, Second Addition, as recorded in Map Book Volume 2A, Page 380, in the Office of the Judge of Probate of Blount County, Alabama.
3. Woodhaven Lakes, Third Addition, as recorded in Map Book 100, Page 64, in the Office of the Judge of Probate of Jefferson County, Alabama.
4. Woodhaven Lakes, Fourth Addition, as recorded in Map Book 3, Page 15, in the Office of the Judge of probate of Blount County, Alabama.
5. Woodhaven Lakes, Fifth Addition, and resurvey of Lots 1-14 and 201-209 of the Third Addition, as recorded in Map Book 101, Page 65, in the Office of the Judge of Probate of Jefferson County, Alabama.
6. Woodhaven Lakes, Sixth Addition, as recorded in Map Book 102, Page 35, in the Office of the Judge of Probate of Jefferson County, Alabama.
7. Woodhaven Lakes, Seventh Addition, as recorded in Map Book 102, Page 60, in the Office of the Judge of Probate of Jefferson County, Alabama.

8. Lot 1 According to the Survey of Tom Davis Subdivision as Recorded Map Book 205, Page 36 in the Probate Office of Jefferson County, Alabama.
9. Lot 210-A According to the Resurvey of Lot 210 of Woodhaven Lakes 5th Addition, as recorded in Map Book 205, Page 35 in the Probate Office of Jefferson County, Alabama, hereinafter collectively referred to as “Plats”, and

WHEREAS, this Reformed Declaration of Covenants and Restrictions combines and incorporates all the following prior existing declarations of covenants, conditions and restrictions of record into this Reformed Declaration:

1. Declaration of Covenants, Conditions and Restrictions, Woodhaven Lakes, dated July 27, 1972, recorded in Deed Record, Volume 214, Page 9 et seq., in the Office of the Judge of Probate of Probate Blount County, Alabama;
2. First Amendment to the Declaration of Covenants, Conditions and Restrictions, Woodhaven Lakes, dated August 2, 1972, as recorded in Deed Record, Volume 214, Page 79, et seq., in the Office of the Judge of Probate, Blount County, Alabama;
3. Second Amendment to the Declaration of Covenants, Conditions and Restrictions, Woodhaven Lakes, dated August 2, 1972, as recorded in Deed Record, Volume 214, Page 79, et seq., in the Office of the Judge of Probate, Blount County, Alabama;
4. Declaration of Covenants, Conditions and Restrictions, Woodhaven Lakes, dated April 27, 1973, and recorded in Real Volume 942, page 852, et seq., in the Office of the Judge of Probate of Jefferson County, Alabama;
5. Declaration of Covenants, Conditions and Restrictions, Woodhaven Lakes, dated July 6, 1973, and recorded in Real Volume 220, Page 941, et seq., in the Office of the Judge of Probate of Blount County, Alabama;
6. Declaration of Covenants, Conditions and Restrictions, Woodhaven Lakes, dated August 20, 1973, and recorded in Real Volume 983, Page 905, et seq., in the Office of the Judge of Probate of Jefferson County, Alabama;
7. Declaration of Covenants, Conditions and Restrictions, Woodhaven Lakes, dated November 16, 1973, and recorded in Real Volume 1013, Page 62, et seq., in the Office of the Judge of Probate of Jefferson County, Alabama;
8. Declaration of Covenants, Conditions and Restrictions, Woodhaven Lakes, dated December 19, 1973, and recorded in Real Volume 1023, Page 199, et seq., in the Office of the Judge of Probate of Jefferson County, Alabama;

9. Master Declaration of Covenants, Conditions and Restrictions, Woodhaven Lakes, as recorded in Real Volume 1361, Page 294, in the Office of the Judge of Probate of Jefferson County, Alabama, and amended in real volume 1379, Page 813 in said Probate Office;

hereinafter referred to as “Restrictions”, for the mutual benefit and complement of the various lots and parcels in the Development and the future owners thereof. Any provisions in said prior Declarations not contained herein or found to be inconsistent with those set forth herein are thereby deleted or amended to conform herewith.

NOW, THEREFORE, the “Declarant” hereby declares that all of the lots located on the lands described in Exhibit B attached hereto within the development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following restrictions, all of which are declared and agreed to be in furtherance of a plan for development, improvement and sale of said lots established for the purpose of enhancing and protecting the value, desirability and attractiveness of the development as a whole and of each said lots situated therein. All of the restrictions shall run with the land and shall be binding upon the Association and the developer and upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof subject to such restrictions (such persons being sometimes hereinafter referred to as “owners”).

ARTICLE I

DEFINITIONS

1. “Association” shall mean and refer to Woodhaven Lakes Property Owners Association, its successors and assigns.
2. “Owner” shall mean and refer to the record owner, with exception of Developer and C&S Ventures, Inc., whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
3. “Properties” shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.
4. “Common Area” shall mean all real property (including hereinbefore described and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.
5. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

6. "Declarant" shall mean and refer to Woodhaven Lakes Development Corporation.
7. "Developer" shall mean and refer to Woodhaven Lakes Development Corporation.
8. "Plats" shall mean and refer to all plats of Woodhaven Lakes recorded in the Office of the Judge of Probate in Jefferson County, Alabama, and Blount County, Alabama.
9. "Restrictions" shall mean and refer to all declaration of covenants, conditions and restrictions of Woodhaven Lakes heretofore recorded in either the Office of the Judge of Probate of Jefferson County, Alabama, or Blount County, Alabama.
10. "Sideline" shall mean and refer to a lot boundary line that extends from the road on which the lot abuts to the rear line of said lot.
11. "Rear line" shall mean and refer to the lot boundary line that is farthest from, and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' 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 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 60 days for any infraction of its published rules and regulations.
- (b) 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 (2/3) of the members has been recorded. Provided, however, the Board of Directors shall in their discretion have the right to grant easements upon and across land and common areas held and owned by the Association to public utilities, governmental instrumentalities and agencies for the purpose of providing public utilities.

Section 2. Delegation of Use. The Developer reserves unto itself, its successors, assigns and licensees, certain easements along, across, over, under and upon the real estate that constitutes

the Development and the lots therein, the easements so reserved by the Developer are described as follows:

(a) Developer, for itself, its successors and assigns and licensees, reserves a ten-foot (10') wide easement on each lot along all road rights-of-way, and along the side and rear lines of each and every lot in the Development for the purpose of installing, maintaining, and operating utility lines, mains, and open drainage thereon, together with the right to trim, cut or remove any trees and brush and the right to locate any guy wires, braces and anchors wherever necessary upon said lots for said installation, maintenance and operations, together with the right to install and maintain and operate utility lines and mains and appurtenances thereto, and reserving unto itself, its successors, assigns, and licensees, the right to ingress and egress to such areas for any of the purposes heretofore mentioned. No permanent building shall be placed on such easements, but the same may be used for gardens, shrubs, landscaping and other purposes, provided that such use or uses do not interfere with the use of such easements for their intended purposes. In instances where an owner of two or more adjoining lots erects and constructs a dwelling or building which will cross over or through a common lot line, the same shall not be subject to the aforementioned ten-foot (10') wide easement along or upon the contiguous or common lot line except where a utility installation has been made or proposed.

(b) Developer for itself, its successors, assigns and licensees, reserves a fifteen-foot (15') wide easement along with both sides of all road rights-of-way for the purpose of cutting and filling drainage.

(c) No owner of any lot shall have any claims or cause of action against Developer, its successor, assigns, or licensees, either in law or in equity, and arising out of the exercise of any easement reserved hereunder excepting in cases of willful or wanton negligence.

(d) The Association shall have all rights, powers, and privileges heretofore reserved to Developer under prior declarations of covenants, conditions and restrictions of Woodhaven Lakes.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Only one adult person who is the owner of one or the owners of any lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have one class of voting memberships. The members shall be the owners of all the lots within Woodhaven Lakes Subdivisions, with the exception of the Developer and C&S Ventures, Inc., and shall be entitled to one vote for each lot owned. When more

than one owner holds legal or equitable ownership in any lot, only one such person shall be a member of the Association, all other owners and members of the household shall be associate members (as defined in Article VII, Section 2) of the Association. A "household" as the term is used herein shall mean a family group who regularly reside together in the same house or home as a primary residence.

ARTICLE IV

RESIDENTIAL CHARACTER AND RESTRICTIONS

Section 1. In General. Every numbered lot shown on the plats of the Development, unless otherwise designated below for other uses, is a residential lot and shall be used exclusively for single family residential purposes. When used herein, the term "lot" or "lots" shall mean such numbered residential lots depicted on the plats of the Development. No structure shall be erected, placed, or permitted to remain upon any of said lots, except a single-family dwelling house and such outbuildings as are usually accessory to a single-family dwelling house. The lots specifically designated for other purposes are as follows:

Teen Center:

Lots 149, 150, 151, 152, 153, 154 and 155, Third Sector according to the survey of Woodhaven Lakes as recorded in Map Book 100, page 64, in the Office of the Judge of Probate, Jefferson County, Alabama.

Recreational Ball Field:

Lot 6-01, Sixth Sector according to the survey of Woodhaven Lakes as recorded in Map Book 102, page 35, in the Office of the Judge of Probate, Jefferson County, Alabama; and

Lot 201, Third Sector according to the survey of Woodhaven Lakes as recorded in Map Book 100, page 64, in the Office of the Judge of Probate, Jefferson County, Alabama.

Lot 158, Third Sector according to the Survey of Woodhaven Lakes as recorded in Map Book 100, page 64, in the Office of the Judge of Probate, Jefferson County, Alabama, will be used to house the septic tank system for the Woodhaven Lakes Property Owners Association Clubhouse.

Section 2. Residential Use of Accessory Outbuildings, etc., Prohibited. No accessory outbuildings shall be created on any of said lots prior to the erection thereon of single-family dwelling house, and in no event shall any such accessory outbuilding, or any temporary structure which may be constructed upon such a lot under these restrictions ever be used as a residence of dwelling house or place for human occupancy or habitation.

Section 3. Occupancy or Residential Use of Partially Completed Dwelling Houses Prohibited. No dwelling house construed on any of said lots shall be occupied or use for residential

purposes or human habitation under it shall have been substantially completed. The determination of whether or not a house shall have been “substantially completed” shall be made by the Environmental Control Committee hereinafter described and the decision of the Committee shall be binding on all parties concerned therewith.

Section 4. Minimum Living Space Areas. No house or dwelling shall be constructed on any lot in the Development having less than the following minimum square footage of living space, exclusive of porches, terraces, garages, carports, and other buildings. No single story house or dwelling shall be construed having less than 1500¹ square feet of foundation. No house or dwelling of one story of bi-level shall have a minimum foundation area of less than 1000 square feet. No house or dwelling of one and one-half or two story height shall have a foundation of less than 1000 square feet. No house or dwelling on lake front lots shall have less than 1800 square feet of living space. No house or dwelling of one story and one-half or two story on lake front lots shall have a foundation of 1200 square feet.

Section 5. All garage areas shall be attached except by written permission of the Environmental Control Committee.

Section 6. Off-street parking must be provided for two vehicles. No parking shall be allowed on any streets or roadways between the house of 1 A.M. and 6 A.M.

Section 7. Set Back Requirements. In General. Except as may be otherwise provided in these restrictions or on the Plat, no dwelling house or other structure shall be constructed or placed on any numbered lot in the Development (except fences, the placement of which is provided for hereinafter) except as follows:

(a) Front Yards. The front building set-back line shall be thirty-five (35) feet or as otherwise shown on the record plat.

(b) Side Yards. The side yard set-back line shall be not less than ten (10) feet from the side line of the lot, except where said lot is a corner lot, and in such case the minimum side yard set-back line shall be as shown on the record plat.

(c) Rear Yards. If the particular lot abuts in the rear on a road, whether public or private, the minimum rear set-back line shall be equal to one-half (1/2) of the right-of-way of said road. If the particular lot abuts on the rear of a lake, the minimum rear set-back line shall be as shown on the recorded Plat map (this line is marked with the abbreviation B.S.L. on the Plat map.) In all other cases, the minimum rear set-back line shall be twenty (20) feet or twenty-five percent (25%) of the depth of the lot, whichever is greater.

¹Revised 11-15-89

(d) To permit the best use of certain lots or irregular terrain or slope, the restrictions on this section may be modified by Environmental Control Committee. Such permit of modification must be obtained in writing before the start of construction.

(e) Cul-de-Sacs. If the particular lot abuts on a cul-de-sac, the front building set-back line shall be as shown on the record plat.

Section 8. Fences. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, all property lines shall be kept free and open one to another and no fences shall be permitted on any lot or lot lines except where, in the opinion of the Environmental Control Committee (as it is hereinafter described), a fence or other structure or aesthetic feature of a design concept, will contribute to and be in keeping with the character of the area. In such case, the Committee shall determine the size, location, height, and composition of the fence or other enclosure.

Section 9. Exterior Construction Materials. The finished exterior of every building constructed or placed on any numbered lot in the Development shall be of material other than tar paper, roll brick siding or any other similar material.

Section 10. Diligence in Construction. Every building whose construction or placement on any numbered lot in the Development is begun shall be completed within six (6) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

Section 11. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with a substantial quantity of new materials, and no used structures shall be relocated or placed on any such lot.

Section 12. Maintenance for Lots and Improvements. The owner of each lot in the Development after improvement of said lot shall at all times maintain said lot and any improvements situated thereon in such manner so as to prevent said lot or improvements from becoming unsightly; and, specifically, such owner shall:

(a) Mow said lot at such time as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds thereon.

(b) Remove all debris or rubbish from said lot.

(c) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of said lot.

(d) Cut down and remove dead trees from said lot.

(e) Where applicable, prevent debris or foreign material from entering any lake or stream.

(f) When such debris or foreign material has entered any lake or stream from such lot, too remove the same immediately.

(g) Keep the exterior of all improvements constructed on said lot in such a state of repair of maintenance so as to avoid their becoming unsightly.

Section 13. No out side toilets shall be permitted, and no sanitary waste or other wastes shall be permitted to enter any lake or stream. By acceptance of a Deed, Purchaser agrees that any violation of this section constitutes a nuisance which may be abated by the Developer or the Association in any manner provided by law or in equity. Further, the cost or expense of abatement (including court costs and attorneys' fees where applicable) shall become a charge or lien upon said lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt.

Neither the Developer nor the Association, nor any officer, agent, employee or contractor thereon, shall be liable for any damage which may result from enforcement of this section. Any individual lot owner shall have the right to enforce the provisions of this paragraph concurrently with the Association or Developer.

Section 14. No wells shall be used as a source of potable water supply for any lot within the development.

Section 15. No noxious or offensive activities shall be conducted on any lot in the development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Development.

Section 16. No signs or advertisements shall be displayed or placed on any lot or structure in the Development without the prior written approval of the Environmental Control Committee, provided, however, builders and subcontractors signs may be placed on said lots during construction and shall be removed from the said lots after the house has been completed. Provided, further one professional sign not larger than 2 feet by 2 feet to advertise the property for sale during sale period shall be allowed. No sign is permitted to be nailed or attached to trees.

Section 17. Animals. No animals, livestock or poultry of any kid shall be raised, bred or kept in any lot, except dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

Section 18. Vehicle Parking. No vehicle shall be parked on any street in the Development. No truck shall be parked for overnight (or longer) or stored on any lot in the

Development, unless the same shall be parked in such a manner so that it is not visible to the occupants of other lots in the Development, the users of any street in the Development, or to persons upon the lakes in the Development. See provisions of Section 6 above.

Section 19. Disposal of Garbage, Trash and other Like Household Refuse. No owner of any lot in the Development shall burn or permit the burning out of doors of garbage, trash or other like household refuse, nor shall any such owner accumulate or permit the accumulation out of doors of such refuse on his lot, except as may be permitted in Section 20 below.

Section 20. Concealment of Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground or screened to the satisfaction of the Environmental Control Committee, by fencing or shrubbery. Every out door receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from the street or lake within the Development at any time, except at the times when refuse collections are being made.

Section 21. Restrictions on Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot, nor shall any overnight camping be permitted on any lot, except upon lands specifically designated by the Association or Developer for camping purposes, and then only subject to such rules as may be adopted by the Association for the use of Camping areas.

Section 22. Removal of Trees. No tree over three (3) inches in diameter may be removed from any lot in the Development within first having obtained the written consent thereto of the Environment Control Committee except as provided in Section 12(d) above. Provided, however, no such written consent shall be required to remove trees in the easements reserved for public utilities, provided such removal is reasonably necessary to the utilization of the easement.

Section 23. Limited Access. There shall be no access to any lot on the perimeter of the Development except from designated roads within the said Development.

Section 24. No docks or other structures that extend into the lake will be allowed, except as may be approved by the Environmental Control Committee, or as shall be deemed necessary by the Association to serve the needs of the Development.

Section 25. No motors over 10 HP shall be used on the lake with the exception of the Association or Developer's powered lake maintenance and/or safety boats.

Section 26. Ditches and Swales Shall Not be Obstructed. It shall be the duty of every owner of every lot in the Development on which any part of any open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably required to accomplish the purposes of this section. And, all lot owners, where required,

shall install dry culverts between roads right-of-way and their lots. Only one separate entrance shall be allowed for such lot unless written permission for the installation of any additional entrance or entrances is obtained from the Environmental Control Committee before installation.

Section 27. Installation of Utility Services. No utility serves may be installed under finished streets except in one of the following methods:

(a) By jacking, drilling or boring; or

(b) If an open trench method is used, such trench must be covered with a six (6) inch thick slab of 2500 PSI concrete bridging the backfilled trench approximately twelve (12) inches below the finished grade and bearing at least twelve (12) inches on each side from the trench. The trench above the concrete slab shall be finished to match the existing street.

ARTICLE V

THE ENVIRONMENTAL CONTROL COMMITTEE

Section 1. Powers of Committee. Generally, no dwelling, building, structure or improvement of any type or kind may be constructed or placed on any lot in the Development without the prior written approval of the Environmental Control Committee. Such approval shall be obtained only after written application has been made to said Committee by the owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the locations of all improvements existing, upon said lot and the location of the improvement proposed to be constructed or placed upon said lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used, and any proposed landscaping, together with any other material or information which said Committee may require. All plans, drawings, etc., required to be submitted to said Committee shall be as the Committee may require. There shall also be submitted, where applicable, the permits or reports required under Article IV of these restrictions. All such plot plans shall be prepared by either a registered land surveyor or engineer or architect. No grading of the lot shall be permitted without approval of the Committee.

(a) Power of Disapproval. The Committee may refuse to grant permissions to construct, place or make the requested improvement, when:

(i) The plans, specifications, drawings, or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these restrictions.

(ii) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of said lot or with adjacent buildings or structures;

(iii) The proposed improvement, or any part thereof, would in the opinion of the Committee, be contrary to the interest, welfare or rights of all part of the owners of other lots in the Development.

(b) Power to Grant Variances. The Committee may allow reasonable variances or adjustment of these restrictions where literal application thereof would result in unnecessary hardship, provided however, that any such variance or adjustment is granted in conformity with the general intent and purposes of these restrictions; and, that the granting of a variance or adjustment will not be materially detrimental or injurious to other lots in the Development.

(c) Power to Charge Fees. The Committee may, if it deems the same to be reasonably necessary for the accomplishment of its duties and responsibilities, assess a fee not to exceed \$30.00 for considering the application of any person under this section.

Section 2. Duties of Committee. The Committee shall approve or disapprove of proposed improvements within thirty (30) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent file. All notifications to applicants shall be in writing and in the event that such notification is one of disapproval, it shall specify the reason or reasons for such refusal.

Section 3. Composition of Committee. The Committee shall be composed of three (3) members who shall be appointed by the Directors. At the meeting of the Directors of the Association, the Directors shall appoint one member to said Environmental Control Committee for a term of one (1) year, one member for a term of two (2) years, and one member for a term of three (3) years; and at each annual meeting thereafter of the Board of Directors, the Directors shall appoint one (1) member to said Committee for a term of three (3) years. The Developer may serve on said Environmental Control Committee as an ex officio member, without vote, at the request of the Directors.

Section 4. Liability of Committee, Etc. Neither the Committee nor any agency thereof, nor the Developer, nor the Owners Association, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

Section 5. Special Provisions Concerning Piers. When the Committee shall permit the construction or placing of a structure wholly or partly within any lake, such permits shall constitute a mere license from the Association or its successors in title to the lake and may be terminated or restricted later.

Section 6. Right of Inspection. To the extent that inspection of improvements constructed is not provided for by appropriate governmental agencies, it shall be the right of the Committee to inspect work performed with its permissions to assure compliance with these restrictions and applicable regulations.

ARTICLE VI

THE WOODHAVEN LAKES PROPERTY OWNERS ASSOCIATION

Section 1. In General. There has been created under the laws of the State of Alabama, a non-for-profit corporation known as the Woodhaven Lakes Property Owners Association, which is herein referred to as the "Association". Every person (except Woodhaven Lakes Development Corporation and C&S Ventures, Inc.) who acquires title (legal or equitable) to any residential lot in the Development shall be a member of the Association, except that only one (1) of any number of co-owners of a lot shall be a member, all other co-owners shall be considered as associate members. The foregoing provision requiring that owners of a residential lot within the Development be members of the Association is not intended to apply to those persons whom hold an interest in such real estate merely as security for the performance of an obligation to pay money, e.g., mortgages and land contract vendors. However, if such person shall foreclose upon his security and become the real owner of a residential lot within the Development, he will then be subject to all the requirements and limitations imposed on these restrictions on owners of residential lots within the Development and on members of the Association including those provisions with respect to the payment of annual charges.

(a) In addition to the foregoing the Board of Directors of the Association may establish associate memberships in the Association, for persons who may from time to time be tenants or regular occupants of dwellings within the Development and who are not otherwise entitled to the benefits of membership by virtue of being owners or co-owners of residential lots (as outlined in the preceding paragraph) within the Development. Such Associate Memberships shall cease automatically upon the termination of such tenancy or occupancy. Association members shall have none of the rights of members to vote at meetings of the Association.

Section 2. Purposes of the Owners Association. The general purposes of the Association are:

(a) To promote pleasure, social recreation and sports activities for its members, their families and guests and to develop and maintain the recreational facilities now existing or hereafter placed in the development.

(b) To provide a means whereby those areas within the Development designated as parks, lakes, recreational facilities within the Development as may be conveyed to the Association or established by it, may be operated, maintained, repaired or replaced; and

(c) To provide a means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such parks, lakes, recreational facilities or other amenities and such other recreational facilities within the Development as may be conveyed to the Association.

ARTICLE VII

COVENANTS FOR MAINTENANCE ASSESSMENT AND POWERS OF ASSOCIATION TO COLLECT CHARGES AND IMPOSE LIENS

Section 1. The Owners Association shall have all the power set forth in its Articles of Incorporation, together with all other powers that belong to it by the By-laws as well as the power to levy a uniform annual charge against the members of the Association for the annual assessment. Such charge for the annual Assessment shall be at least Fifty (\$50) Dollars per year per member for the maintenance of all amenities. However, if the Board of Directors of the Association acting in accordance with the By-laws of said Association, shall after consideration of the financial requirements of the Association, so determine, the annual charge may be greater than Fifty Dollars (\$50.00) per member.

Section 2. Only one adult person having a legal or equitable ownership in each lot shall be a member of the Association, all other owners and members of the household shall be associate members of the Association. However, each household represented in such ownership regardless of the number of persons included therein shall be required to pay only one annual charge for each lot owned.

Section 3. No charge shall be levied against the Developer, C&S Ventures, Inc., the Association itself, or any corporation that may be created to require title or to operate utilities serving the Development.

Section 4. A household as the term is used herein, shall mean a family group who regularly and customarily reside together in the same house or home as a primary residence.

Section 5. The rights of members of the Association as such members shall be set forth in the By-laws of the Association.

Section 6. The annual charge so made shall be paid by the member to the Owners Association on or before the due date affixed by the Board of Directors. The Board of Directors of the Association shall fix the amount of the annual charge per member and the due date according to the By-laws of the Association and shall furnish written notice to the members of the charge and payment date so fixed at least thirty (30) days in advance of said due date.

Section 7. Any charge levied or assessed against any lot subject to these restrictions shall be the personal liability of the owner as well as constituting a lien upon the lot or lots owned by the

person owned by the person owing such charge or charges as of January 1 of that year even though the exact amount thereof may not yet be determined and shall remain a lien against said lot or lots until paid in full together with interest as is hereinafter provided with any other charges or costs levied against said lot in accordance with these restrictions. Such charges as are provided for in these restrictions shall bear interest at the rate of seven percent (7%) per annum until paid in full if said charges are not paid within thirty (30) days after the due date established by the Board of Directors. If, in the opinion of the Board of Directors of the Association, such charges have remained due and payable for an unreasonably long period of time, they may, on behalf of the Association, institute such procedures either in law or in equity by way of money action, foreclosure of such lien or otherwise, to collect the amount of said charge in any court of competent jurisdiction. The owner of the lot or lots subject to the charge, shall in addition to the amount of the charge at the time legal action is instituted, be obligated to pay any expense or cost, including attorneys' fees incurred by the Association in collecting the same.

Section 8. The lien of the assessment 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 foreclosures or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 9. The owner as herein defined for each lot owned within the properties, hereby covenant, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges. The annual assessment, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 10. The charges of assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, social endorsement, safety and welfare of the members of the Association, and in particular, for the improvement and maintenance of the properties owned or operated by the Association.

Section 11. The Owners Association shall upon demand, at any time furnish a certificate in writing signed by an officer of the Association certifying that the assessment on a specified lot has been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of the certificates. Such certificates shall be conclusive evidence of payment of the assessment, therein stated to have been paid.

Section 12. Notwithstanding any provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights, (if any) and the right to use the facilities of the Association of any member or associate member.

(i) For any period during which any Association charge owned by the member or associate member remains unpaid; and

(ii) During the period of any continuing violation of the restrictive covenants for the development after the existence of the violation shall have been declared by the Board of Directors of the Association.

ARTICLE VIII.

GENERAL PROVISIONS

Section 1. Provisions with respect to Lakes and Lots Contiguous Thereto. Certain lots in the Development are, contiguous to a lake which has been or is to be established with the boundaries of the Development. The water is, and the land under, said Lake is and will be owned by the Association. Said lake is, or will be, depicted on the recorded plats of Development.

The title acquired by the grantee of the said contiguous lots (and by the successors, and assigns of such grantee) will and shall extend only to the shoreline of the said lake as is provided on the plats of the Development, recorded or to be recorded. No such grantee, nor successors or assigns, shall have any right with respect to any stream that is a tributary to said lake, or with respect to said lake and the land thereunder, the water therein or its elevation, use or condition and none of said lots shall have any riparian right or incidents appurtenant; provided further that title shall not pass by reliction or submergence or changing water elevations.

Section 2. Reservation of Right in Developer to Change Water Elevation in Lake. The Association reserves to itself, and its successors and assigns, the right to raise and lower the elevation of said lake for maintenance purposes or flood prevention, but neither the Association nor any successor or assign of the Association shall have an easement to raise, (by increasing the height of any dam or spillway, or otherwise) the high water elevation of said lake to an elevation above that indicated on said Development plats.

Section 3. Subject to the limitation set forth below, the right is hereby expressly reserved to amend, annual, waive, change, enlarge, and modify any of the restrictions herein contained by an instrument in writing, signed and acknowledged by Association or its assigns for a period of fifteen (15) years after the date hereof and thereafter by the owners of the majority of the lots in the Development, provided that any amendment which shall be in violation of any government agency which insures and/or guarantees or purchases any loans shall be approved by all owners including the Developer and C&S Ventures, Inc., if either owns lots at the time of the proposed change. No change in Section 3 of Article VII hereof shall be made without the written approval of all of the

owners of all of the lots including the Developer and C&X Ventures, Inc. For the purposes of amendment, a land contract vendee shall be considered an owner and a mortgagee shall not. All such instruments executed in writing, for the purposes herein shall be filed for record with the Blount County and Jefferson County Probate Judge.

Section 4. Remedies. The Association or any party to whose benefit these restrictions insure, including the Association and the Developer, their successors and assigns, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these restrictions and shall have the right to obtain a prohibitive or mandatory injunction to enforce observance of these restrictions in addition to and cumulative with any other remedy provided for herein, or by law or in equity, as well as the right to recover damages for the breach of these restrictions. No delay or failure on the part of an aggrieved party to invoke any available remedy with respect to a violation of any one or more of these restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, reoccurrence or continuation of such violation or violations of these restrictions.

Section 5. Effect of Grantee's Acceptance of Deed. The Grantee of any lot subject to these restrictions, by acceptance of a deed conveying title thereto or the execution of a contract for the purpose thereof, whether from the Developer or a subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every restriction and agreement herein contained. Further, that by accepting such deed or execution of such contract, such persons do acknowledge the rights and powers of the Developer and of the Association with respect to these restrictions, and also for themselves, their heirs, personal representatives, successors, and assigns, they do covenant and agree and consent to and with the Developer, the Association and to and with the grantees and subsequent owners of each of the lots affected by these restrictions to keep, observe, comply with and perform such restrictions and agreements. Each such person also agrees, by such acceptance of a deed or execution of a contract for the purpose thereof, to assume, as against the Developer and Association, their successors and assigns, all of the risks and hazards of ownership or occupancy attendant to such lot, including, but not restricted to its proximity to any lake.

Section 6. The titles where they appear preceding the various sections of the restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the restrictions. Whenever and wherever applicable, the singular form of any word shall be taken to mean or apply to the plural, and masculine form shall be taken to mean or apply to the feminine or to the neuter.

Section 7. Duration. The foregoing covenants and restrictions are to run with land and shall be binding on all parties and all persons claiming under them until January 1, 1999, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the owners of a majority of the numbered lots in the Development.

Section 8. Severability. Every one of the restrictions is hereby declared to be independent of and severable from, the rest of the restrictions and of and from every other one of the restrictions, and of and from every combination of the restrictions. Therefore, if any of the restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceable or "running" quality of any other one of the restrictions.

IN WITNESS WHEREOF, Woodhaven Lakes Development Corporation, a corporation, organized and existing under the laws of the State of Alabama, has, pursuant to the attached order of Court, caused this Master Declaration of Covenants, Conditions and Restrictions of Woodhaven Lakes to be executed by its President and attested by its Secretary the day and year first written above.

WOODHAVEN LAKES DEVELOPMENT CORPORATION

ATTEST:

By: _____
Its President

Secretary

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county, in said State, hereby certify that _____, whose name as President of Woodhaven Lakes Development Corporation, a corporation, 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 such instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, all in compliance with the attached Order of Court, Exhibit "B".

Given under my hand, this ____ day of March, 2007.

Notary Public
State of Alabama at Large

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

WOODHAVEN LAKES PROPERTY)
OWNERS ASSOCIATION, INC.,)

PLAINTIFF,)

v.)

CV06 3582-JSV

Lot 1 According to the Survey of Tom)
Davis Subdivision as recorded in Map Book 205,)
Page 36 in the Probate Office of Jefferson)
County; Lot 210-A According to the Resurvey of)
Lot 210 of Woodhaven Lakes 5th Addition as)
Recorded in Map Book 205, Page 35 in the)
Probate Office of Jefferson County; and Part of)
Lot 210-A According to the Resurvey of)
Lot 210 of Woodhaven Lakes 5th Addition as)
Recorded in Map Book 205, Page 35 in the)
Probate Office of Jefferson County;)

RECEIVED

MAR 23 2007

ANNE-MARIE ADAMS
CIRCUIT CLERK

AND)

JIM WALTER HOMES, INC., TERESA)
BARBRO , and any other persons, corporations)
or other entities claiming any present, future,)
contingent, remainder, reversion or other)
interest in said lands,)

DEFENDANTS.)

FINAL JUDGMENT AND CONSENT ORDER FOR REFORMATION OF RECORDED
INSTRUMENT CONVEYING INTEREST IN REAL PROPERTY

THIS CAUSE comes to be heard upon the pleadings, and the Court has been advised by the Parties that they have settled their differences and have agreed and requested that this Consent Order be entered as an Order of Final Judgement in this Cause. The Court therefore makes the following findings of fact and conclusions of law:

1. That the Plaintiff, Woodhaven Lakes Property Owners Association, Inc. ("Woodhaven"), an Alabama nonprofit corporation with its principal place of business in Jefferson County, Alabama, is charged with representing the developer and property owners of Woodhaven Lakes in the enforcement of the Master Declaration of Covenants, Conditions and Restrictions,

Woodhaven Lakes (the "Restrictions") as recorded in the Probate Courts of both Jefferson and Blount Counties, to which said Restrictions all properties within Woodhaven Lakes are subject.

2. That, subsequent to the filing of the Complaint in this Cause, notice of the pendency of said Complaint was issued by the Court and published once a week for four consecutive weeks in the Alabama Messenger, a newspaper having general circulation and published in Jefferson County, Alabama;

3. That the Defendant, Jim Walter Homes, Inc. ("Jim Walter"), a Florida corporation doing business in Alabama, is the sole party appearing in this case claiming an interest in the following-described property made basis of this lawsuit (which parcel of real property shall hereinafter be referred to as "Lot 210-A"):

Lot 210-A According to the Resurvey of Lot 210 of Woodhaven Lakes 5th Addition, as recorded in Map Book 205, Page 35 in the Probate Office of Jefferson County, Alabama, being further described as that parcel whose address is 6073 Lakeside Drive, Pinson, Alabama 35126; and also that parcel described as Part of Lot 210-A According to the Resurvey of Lot 210 of Woodhaven Lakes 5th Addition, as recorded in Map Book 205, Page 35 in the Probate Office of Jefferson County, Alabama, being further described as that parcel whose address is 6077 Lakeside Drive, Pinson, Alabama 35126;¹

4. That the Defendant Teresa Barbro, an individual residing in Jefferson County, Alabama, is the sole party appearing in this case claiming an interest in the following-described property made basis of this lawsuit (which parcel of real property shall hereinafter be referred to as "Tom Davis Lot 1"):

Lot 1 According to the Survey of Tom Davis Subdivision as Recorded Map Book 205, Page 36 in the Probate Office of Jefferson County, Alabama, being further described as that parcel whose address is 6069 Lakeside Drive, Pinson, Alabama 35126;

5. That the Complaint properly invokes the subject matter jurisdiction of this Court, and that this Court has the authority to grant the relief requested in the Complaint pursuant to *Alabama Code* § 35-4-150 (1975);

6. That Tom Davis Lot 1 and Lot 210-A each partly consist of portions of property formerly described as Lot 210 of Woodhaven Lakes 5th Addition and Resurvey of Lots 1-14 and 201-210 of the Third Addition, as Recorded in Map Book 101, Page 65 in the Probate Office of Jefferson County, Alabama (hereinafter "Woodhaven Lot 210");

¹It should be noted that the October 25, 2002 deed whereby Jim Walter acquired its interest in Lot 210-A contains a scrivener's error. The deed references "Lot 201" when it should properly read "Lot 210-A".

7. That Woodhaven Lot 210 (together with parcels of property not a part of Woodhaven Lakes) was divided and redrawn into Tom Davis Lot 1 and Lot 210-A, via plans submitted to the Jefferson County Zoning and Planning Commission (the "Commission") by a previous owner-in-interest of Tom Davis Lot 1 and Lot 210-A (prior to their respective conveyances to the Defendants in this Cause).

8. That the Plats and Resurvey described in Paragraphs 3 and 4 were approved by the Commission on or about November 27, 2001, without notice to Woodhaven.

9. That the portions of Tom Davis Lot 1 and Lot 210-A comprising the former Woodhaven Lot 210 are subject to the Restrictions.

10. That, as a result of such partial subjection to the Restrictions, Tom Davis Lot 1 and Lot 210-A are subject to periodic fines and assessments for non-compliance with said Restrictions, but whose owners are unable to enjoy the rights and benefits of membership in Woodhaven, and that Woodhaven is unable to apportion or approximate the respective rights, responsibilities and burdens under the Restrictions between Tom Davis Lot 1 and Lot 210-A, by virtue of their respective portions of former Woodhaven Lot 210, and is unable to release liens accruing thereby;

11. That the Restrictions, which rely in pertinent part on the plat recorded at Map Book 101, page 65, are in conflict with the new Plats and Resurvey described in Paragraphs 3 and 4 herein by attaching to only portions of the newly-surveyed lots;

12. That the Plaintiff has complied with all of the provisions of the law relative to this proceeding to pray for Reformation of the Restrictions.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court as follows:

A. That the Master Declaration of Covenants, Conditions and Restrictions, Woodhaven Lakes, recorded in Real Volume 1361, Page 294, in the Office of the Judge of Probate of Jefferson County, Alabama, and amended in real volume 1379, Page 813 in said Probate Office, is hereby REFORMED so that its recitals are consistent with the recitals of the Reformed Master Declaration of Covenants, Conditions and Restrictions, Woodhaven Lakes (hereinafter "the Reformed Restrictions"), a true and correct copy of which is attached hereto as Exhibit A;

B. That the Plaintiff is hereby Ordered to make and execute said Reformed Restrictions, and to cause the same to be recorded in the records of the Jefferson County Judge of Probate;

C. That the costs of this action are taxed as paid.

