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2000 6969
Recorded in the Above
DEED Book & Page
05-17-2000 11:45:39 AM
Source Of Title: 1997 / 39629
W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

SOURCE OF TITLE:

Deed Book 1997 Page 39629

STATE OF ALABAMA

TUSCALOOSA COUNTY

RESTRICTIVE COVENANTS

OF NORTHCREEK COMMONS

WHEREAS, Northcreek Properties, L.L.C., an Alabama Limited Liability Company, is the owner of all the lots constituting the development known as Northcreek Commons, a map or plat of which is on record in the Probate Office of Tuscaloosa County, Alabama, in Plat Book 2000 at Page 70, reference to which is hereby made in aid of and as a part of this description, and

WHEREAS, Northcreek Properties, L.L.C., declarant, hereby adopts for said development the following covenants, conditions and restrictions:

1. There is hereby created an Architectural Review Board which shall consist of Crawford Nixon, Jr., William F. Barnes and Ryan Shirley. They shall serve until such time as they resign. All future appointments after such resignation shall be by majority vote of the Architectural Review Board (ARB). The ARB shall, exercise the power and authority granted herein in its sole discretion and without liability to any owner within the development of any kind or nature. If any claim or suit is brought against the ARB based upon any of its claimed actions or inactions, then the defense of such claim including all costs and attorney's fees shall be borne pro rata by all the lot owners within the development.

2. This development shall be, unless otherwise decided by the ARB, commercial in nature and the extent of such commercial development and the commercial uses allowed therein, shall be in the sole discretion of the ARB. Each area or out parcel in the development shall be developed in a manner compatible with other parcels, uses and restrictions within the development. The extent of such compatibility shall be within the sole discretion of the ARB.

3. Any such use within the development shall be subject to any prior exclusive uses granted within the same.

4. There shall be no clearing of any area within the development by any owner thereof, nor shall there be the construction of any improvement by an owner thereof without the prior written consent of the ARB. Before the construction of any improvement, detailed plans and drawings are to be submitted to the ARB for its approval. The ARB may approve or withhold its approval in its sole discretion.

5. There shall be no temporary structures located on any part of the development without the prior express written consent of the ARB.

6. There shall be no billboards on any portion of the development without the express written consent of the ARB.

7. All signs of any owner within the development shall be subject to the prior approval of the ARB. All plans for such signs shall be submitted in advance for such written approval.

8. No owner within the development shall maintain or allow the maintenance of any nuisance, annoyance or obnoxious activity within the development.

9. Each owner within the development shall keep its parcel in a clean, neat, commercially reasonable and attractive condition.

10. Any and all exterior lighting shall be subject to prior approval of the ARB.

11. Each owner within the development shall insure that its employees park in designated employee parking areas and such areas may be designated by the ARB.

12. Each owner within the development shall have the non-exclusive right to use any common areas, parking areas or rights of ingress and egress as may be established by the ARB and upon such terms and conditions as set forth by the ARB. No owner shall cause or allow to be caused any damage or waste to any parking or common area.

13. The exterior of any such improvement shall and must be properly maintained including, but not limited to, painting, replacing rotten or defective items and maintaining the exterior, maintenance to prevent such as chipped and

peeling paint and mildew. This requirement of exterior maintenance further includes anything that would generally detract from the development.

14. There shall be no additions to improvements including change of exterior color without the prior approval of the ARB.

15. The ARB may, in its discretion, create a Development Association and each lot member will become a member of such association. Each lot member hereby consents to the formation of the same when and as decided by the ARB who may incorporate the same and who may serve as its initial Board of Directors. The purpose of the creation of the Development Association will be to coordinate the maintenance, enhancement, beautification and valuation of the development including common areas and parking areas. This will also include lighting and landscaping and include trash and debris removal and any other item for the general well being of the development as a whole. Each owner will share pro rata in the expense of the same. The ARB may serve as the Board of Directors for the Development Association until all lots and other parcels within the development are sold at which time the owners of the development may elect the Board of Directors and the Architectural Review Board.

The Board of Directors of the Development Association shall in its sole discretion establish policies and procedures for improvements, costs, disbursements and every other item for the establishment and operation of the Development Association. The Board shall also establish such by-laws as it deems appropriate or necessary.

16. These covenants are to run with the land and will be binding upon all owners, their heirs, successors and assigns for a period of fifty years from the date this instrument is recorded after which time said covenants shall automatically be extended for successive periods of ten years unless an instrument signed by 2/3 of the then owners within the development have been recorded agreeing to change said covenants in whole or in part.

17. Enforcement of these covenants may be by the ARB or, when created, the Development Association by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant and such enforcement may be by injunction or may include the recovery of damages. Any such action against any person shall include the payment by that person of all costs of the litigation including reasonable attorney's fees incurred by the ARB or the Development Association.

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18. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

19. Any violation by an owner within this development of any federal, state or local law, rule or ordinance shall be deemed to be a violation of these restrictions.

20. These restrictions shall be governed by the laws of Alabama.

21. These restrictions shall be binding upon the parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed these restrictions on this the 17th day of May, 2000.

NORTHCREEK PROPERTIES, L.L.C.

By: William F. Barnes
WILLIAM F. BARNES, Manager

STATE OF ALABAMA *

TUSCALOOSA COUNTY *

Book/Pgs: 2000/6969
Term/Cashier: SCAN1 / pay
Tran: 1741.115010.163368
Recorded: 05-17-2000 11:46:19
PJF Probate Judge Fee 2.00
PSC Fee at Alabama at 11.00
SOT Source of title 1.00
Total Fees: \$ 14.00

I, the undersigned authority, a Notary Public for the State of Alabama at Large, do hereby certify that William F. Barnes, whose name as Manager of Northcreek Properties, L.L.C., is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he, as such officer with proper authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 17th day of May, 2000.

My Commission Expires:
3-6-2001

[Signature]
Notary Public