

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
 RESTRICTIONS AND EASEMENTS FOR THE HOMEPLACE PHASE 1(C)**

HomePlace Developers, Inc., an Alabama corporation ("Declarant"), as owner of the property shown on this plat, which property constitutes a portion of a residential development known as The HomePlace in Autauga and Elmore Counties, Alabama, hereby declares that the property shown on that certain Map of THE HOMEPLACE, PHASE 1(C), as recorded in the Office of the Judge of Probate of Elmore County, Alabama, in Plat Book 16, at Page 27-28, and as recorded in the Office of the Judge of Probate of Autauga County, Alabama, in Plat Book 2006, at Page 14 ("Plat," "plat" or "this plat"), and ownership of the lots platted by virtue of the Plat are expressly made subject to all of the terms and provisions of the Articles of Incorporation ("Articles") of The HomePlace Owners' Association, Inc., which are recorded in the Office of the Judge of Probate of Autauga County, Alabama, in Corporation Book 2006, at Page 128 (hereinafter referred to as "Association"), and the accompanying Bylaws of the Association which are recorded as Schedule "A" to the Articles ("Bylaws"), as the Articles and Bylaws may be amended or modified from time to time as permitted therein. The Articles, with the Bylaws as an attachment, are also recorded for notice purposes in the Office of the Judge of Probate of Elmore County, Alabama, in Real Property Book 2006, at Page 38223. Capitalized terms not otherwise defined in this Declaration shall have the meaning ascribed to them in the Bylaws. This Declaration of Protective Covenants, Conditions, Restrictions and Easements is a Declaration, as defined in the Bylaws, and the lots in this plat are contained within one or more Homesteads as designated on this plat. Each Person owning a lot shown on this plat shall be a Member of the Association and shall be subject to all of the terms and provisions of the Articles, the Bylaws, Design Criteria and other aspects of the Association. References in this Declaration to the word "owner" and/or "homeowner" shall have the same meaning as a Member as defined in the Bylaws.

Declarant does hereby create, establish and impose the following covenants and restrictions upon the property embraced within this plat:

Recording Fee	57.00
TOTAL	57.00

1. **USE OF PROPERTY:** Except as may be otherwise approved in writing by Declarant, no lot shall be used except for a single family residential purpose. For purposes of this Declaration, any area shown on this plat as a Private Alley ("Private Alley") and the areas labeled "Parcel" are not deemed to be a lot.

2. **BUILDING AND STRUCTURES:** No building, or additions thereto, shall be erected, altered, placed or permitted to remain on any lot in the plat other than one detached single-family dwelling and any permitted garage, outbuilding, or auxiliary structure, all of which must meet the Design Criteria and receive prior approval of the ARC. The architecture of any building or other improvement (including, but not limited to, fences, pools, mailboxes) to be erected or placed on any lot shall be in accordance with the Design Criteria, with all construction and architectural plans and specifications being subject to prior review and approval by the ARC.

3. **ARC APPROVAL:** No construction or improvements (which terms shall include, but not be limited to, the actions of staking, clearing, excavating, grading, site work, building, landscaping, planting, and removal of plants, trees and shrubs) shall take place or be erected, altered, or placed on any lot until and unless plans and specifications, including, but not limited to, a site plan

PLAT OF
 THE HOMEPLACE
 PHASE 1(C)
 IN ELMORE COUNTY,
 ALABAMA
 AS RECORDED IN
 PLAT BOOK 16,
 PAGE 27-28,
 AND AS RECORDED
 IN PLAT BOOK 2006,
 PAGE 14,
 IN THE OFFICE OF
 THE JUDGE OF
 PROBATE OF
 ELMORE COUNTY,
 ALABAMA.

showing the location of the structure and any other improvements on or to the lot, have been approved in all respects by the ARC. Before any such construction or improvements take place, the ARC must approve such aspects of any and all construction and improvements on each lot within the plat. Each request for approval must be accompanied by the payment of any fee required by the ARC and the submission of plans in accordance with the requirements of the Design Criteria for the proposed construction, renovation, improvement or other action requiring ARC approval. The Design Criteria will set forth requirements, procedures, policies, fees and time frames, a copy of which shall be available, on request, to lot owners, their architects, or builders. The ARC may set site standards, building design and materials standards, building construction standards, and other standards that it deems appropriate (all such standards so adopted from time to time by the ARC being deemed to be a part of the Design Criteria). Approval of any plans or the setting of any requirement for approval does not constitute, and shall not be construed as, any representation or guaranty of building code compliance, safety or architectural integrity by the ARC or the Association, which instead shall be the sole responsibility of each lot owner.

4. BUILDING SETBACK REQUIREMENTS: Except as may be approved by the ARC, no building or portion thereof shall be located on any lot outside the "Permitted Building Area" shown for such lot on this plat. For the purposes of this covenant, any eaves, steps, stoops or entrance platforms, and ornamental planting boxes, which may be approved by the ARC, shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on any lot to encroach on, under or above any other lot.

5. RESUBDIVISION OR PARTITION OF LOTS: The lot lines shown on this plat and the "Permitted Building Area" for such lots may be further modified by the owner or owners thereof without the approval or joinder of the owners of any other lots in this plat, but such modification may be made only with the prior written approval of the ARC; provided no additional building lots may be created thereby. In the event of any resubdivision of any lots shown on this map, each tract so constituted shall be considered as and referred to as one lot for the purpose of these covenants and these covenants shall apply the same as if each tract had been platted as one lot on this plat.

6. OVERHEAD FACILITIES: The owners of the lots within this plat will not erect or grant to any person, firm, or corporation, the right, license, or privilege to erect or use, or permit the use of, overhead wires, poles, or overhead facilities of any type or kind for electrical, electronic communication, or telephone service on said real estate without the approval of the ARC. Nothing herein shall be construed to prohibit overhead street lighting fixtures, or ornamental yard lighting where such is serviced by underground wires or cables and approved by the ARC.

7. GARAGES AND OUTBUILDINGS: No separate garage, outbuildings or auxiliary structure of any kind or nature shall be erected or allowed to occupy any portion of any lot without the prior written approval by the ARC. No metal storage buildings shall be allowed.

8. NUISANCE: No noxious or offensive trade or activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbors or the neighborhood.

9. TEMPORARY STRUCTURE: No structure of a temporary character (e.g., trailer, tent, mobile home, motor home, shack, garage, barn or other out-building or auxiliary structure) shall be used at any time as a residence, either temporarily or permanently.

10. SIGNS: No sign of any kind or nature, or advertising device of any kind or nature, shall be placed upon any part of any lot owned by any person or entity except as permitted herein or in accordance with applicable Design Criteria, if any, or other requirements of the ARC or Association relating to signs or other advertising devices. Signs and other advertising devices, when in compliance with criteria established in the Design Criteria and approved by the ARC and the Association (where required), may be erected and maintained upon an owner's lot. Notwithstanding the foregoing, the Declarant specifically reserves the right for itself, its successors and assigns and the Association, to place and maintain signs in connection with constructing, marketing, sales and rentals of buildings, and identifying or informational signs, anywhere on the property. The Declarant, the Association and the ARC shall have the right to enter upon any part of the property and remove or correct any such violation, provided, however, that prior notice is given of such action. Notice may be given verbally or in writing.

11. MINING: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon, in or under any lot, nor shall oil wells, tunnels, tanks, mineral excavations or shafts be permitted on, upon, or under any lot.

12. ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, and other normal and common household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are kept in reasonable numbers and under reasonable conditions so as not to create a nuisance and not to otherwise unreasonably disturb the neighbors or the neighborhood and in compliance with all applicable laws, rules, regulations and ordinance pertaining thereto adopted by any governmental authority or by the Association.

13. PLANTING AND OBSTRUCTIONS: Subject to the terms and conditions hereof, no fence, wall, hedge or shrub planting shall be allowed except as provided in the Design Criteria, or as approved by the ARC. The Association and the ARC and their designees shall have the right, but not the obligation, to enter upon any part of the property to trim or prune, at the offending owner's expense, any hedge or other plantings which is prohibited by the Design Criteria or in the opinion of the Association or the ARC, by reason of its location upon the property or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of the street, traffic or surrounding amenities or is unattractive in appearance.

14. OUTSIDE USES PROHIBITED: No rocks, rock gardens, bird baths, ponds or pools, lawn sculptures, artificial plantings, childrens' play equipment, basketball goals, lawn furnishings, flags, flagpoles, or the like, shall be permitted except as provided in the Design Criteria or as approved by the ARC. No vegetable, herb or similar gardens shall be planted or maintained except as provided in the Design Criteria or as approved by the ARC.

15. GARAGES: Garages shall be in conformity with the Design Criteria, and the direction of the opening of any garage or carport must be approved in advance in writing by the ARC. Garage doors must remain closed except when vehicles are entering and/or exiting the garage.

16. VEHICLE PARKING: Vehicle parking in the street shall be limited to temporary parking (less than twenty-four (24) hours) of guest or resident vehicles in current use and currently licensed. Other vehicles must be parked in garages, driveways, carports or other areas approved by the ARC. Vehicle parking in non-paved areas and on any Private Alley shall not be permitted in any event.

17. USE OF APPROVED STRUCTURE: No structure previously approved by the ARC shall be used for any purpose other than that for which it was originally designed and approved.

18. RECREATIONAL VEHICLES: No boat, boat trailer, house trailer, horse trailer, trailer, camper, motor home, golf cart, or any similar items shall be located on or at any lot for a period of time in excess of twenty-four (24) hours, unless the same are stored in a carport or garage, or as approved by the ARC.

19. SWIMMING POOL EQUIPMENT: Swimming pool equipment and housing must be underground or placed in walled-in or landscaped areas so as not to be visible from adjoining property.

20. COMMERCIAL TRUCKS: No commercial truck, vehicle, or equipment exceeding eight thousand (8,000) pounds shall be permitted to be parked or to be stored at any place on a residential lot. This prohibition on parking and storage shall not apply to temporary parking of trucks and/or commercial vehicles used for pick-up, delivery or construction.

21. ADDITIONAL REMEDIES FOR VEHICLE AND/OR RECREATIONAL EQUIPMENT VIOLATIONS: Any vehicle or recreational equipment parked in violation of the restrictions contained herein or in violation of the rules and regulations now or hereafter adopted by the Association or the ARC may be towed away at the direction of the Association or the ARC, at the sole expense of the owner of such vehicle or recreational equipment, if the violation of said restrictions remains for a period of more than twenty-four (24) hours. The Association, the ARC, and their agents or representatives, shall not be liable to the owner of such vehicle or recreational equipment, or to the respective lot owners, for trespass, conversion or otherwise, nor shall they be guilty of any criminal or quasicriminal act by reason of such towing, and neither the removal nor the failure to remove any such vehicle or recreational equipment, or the failure of the owner to receive any notice of said violation, shall be grounds for relief of any type. The foregoing remedy is in addition to any other remedy which may exist at law or in equity.

22. VEHICLE MAINTENANCE AND REPAIR: No vehicle maintenance or repair shall be performed on any vehicles upon any portions of the subject property, unless performed in a garage, except in an emergency situation. Notwithstanding the foregoing exception for emergencies, all repairs to disabled vehicles within the property must be completed within twenty-four (24) hours from its immobilization or the vehicle must be removed. The Association shall be allowed to

maintain and store its maintenance vehicles, if applicable, on specific areas of the property as necessary for the operation and maintenance of such vehicles.

23. ACCUMULATION OF REFUSE: No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any part of the property, except building materials used during the course of original construction of any approved structure, or any approved renovation, repair or reconstruction. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers must only be placed in the open on any day that a normal pick-up is to be made, at such place on the property to provide access to persons making such pick-up. At all other times such containers shall be stored in such manner so that they cannot be seen from adjacent and surrounding property or streets. The ARC, to the extent permitted or authorized by the Bylaws or the Board, may adopt and promulgate rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the property. Furthermore, the Association or the ARC, at its sole discretion, may require lot owners or builders, at any time, to provide dumpsters on the property during construction.

24. BUSINESS ACTIVITY: No profession or home industry or other commercial venture shall be conducted in or on any part of the property or in any improvements thereon. The Board of the Association, in its discretion, upon consideration of the circumstances in each case may permit the conduct of a profession or home industry within a residence located on the property. This section may not be interpreted to authorize or permit any commercial activity which is in violation of local statutes or zoning regulations. Any such approval granted by the Board may be withdrawn if the Board determines, in its sole discretion, that such authorized or permitted activity is interfering with the rights of the other owners in general or any individual lot owner within said subdivision. In no event shall any part of the premises or any structure thereon be used as a school, child care center, kindergarten, learning center, or musical instrument or voice training center.

25. AIR CONDITIONING UNITS AND SOLAR COLLECTORS: No wall or window air conditioning units or solar collectors shall be permitted except with the prior written approval of the ARC, which may be withheld in the ARC's sole discretion.

26. PIPES AND CLOTHESLINES: No water pipes, gas pipes, sewer pipes, drainage pipes or clotheslines may be installed or maintained on the property so as to be visible from adjoining property or public view, except hoses and movable pipes used for temporary irrigation purposes.

27. REAL ESTATE OFFICE OR SUBDIVISION OFFICE: The Declarant may, in Declarant's sole discretion, use or permit the use of any lot within The HomePlace for the construction of and/or use of a building constructed thereon as a subdivision office, real estate office and/or model home, and as such the same shall not be subject to the terms, provisions and requirements of these covenants until such time as all other lots within The HomePlace have been sold and upon that occurrence said lot and building constructed thereon shall, as soon as reasonably possible and to the extent reasonably and economically practical, be brought into compliance with these covenants.

28. MACHINERY: No machinery shall be placed on or operated upon any portion of the subject property except such machinery as is normal and usual in the maintenance of a private residence, or except such machinery as is necessary during the original construction of a residence or a renovation or improvement thereto, or except such machinery as may be located within a building approved by the ARC.

29. MAILBOXES: The design of all mailboxes and mailbox posts must be approved by the ARC, and said ARC may establish a common design and a required location for all mailboxes and mailbox posts, so long as these specifications comply with the requirements of the United States Postal Service. If required by Declarant or the ARC, the lot owner shall purchase a standard mailbox and mailbox post from the Declarant or the Association and shall install and maintain said mailbox in appropriate condition and repair, with original color scheme being maintained thereon, as required by the ARC. If mailboxes are required to be purchased by the ARC or Declarant, any damage or destruction to mailboxes which cannot be adequately repaired will result in the lot owner being required to purchase a replacement mailbox meeting the ARC requirements.

30. FENCING: No fence or walls of any kind shall be erected without the approval of the ARC. No fence or wall shall be erected or placed on any lot nearer to any street than the Permitted Building Area of said lot unless approved by the ARC.

31. AUTHORIZED USE AND EXCEPTIONS: Notwithstanding other provisions herein, each residence located on a lot shall be used only as a single-family residence and shall be subject to all other requirements hereunder, but the ARC may authorize any lot owner, with respect to his or her residence, to temporarily use the same for more than one family, to temporarily maintain a sign other than as expressly permitted herein, to locate other temporary structures on the property, and may make other exceptions to these covenants. In all such instances, approvals of, and exceptions granted by, the ARC must be in advance and in writing. With respect to such approvals or exceptions, each case and each request shall be reviewed on its own merits, and the ARC shall have unrestricted discretion and neither the granting or refusing of similar requests for other lot owners nor the approval and consent or disapproval of adjoining lot owners shall in any way be a determinative or limiting influence on the decision of the ARC.

32. PROHIBITED USES: No person shall, without the written approval of the Association or the ARC, as the case may be, do any of the following on any part of The HomePlace or Association Property: (i) permit the running of animals except when on a leash; (ii) fell any trees or injure or damage any landscaping within the Association Property; (iii) interfere with or obstruct any drainage, utility or access easement; (iv) build or assemble any structures, recreational or common facilities, other than those approved by the ARC; (v) discharge any liquid or other materials other than natural water drainage into any lake, pond or water course; (vi) alter or obstruct any lakes, ponds or water courses; (vii) interfere with any water control structures or apparatus; (viii) use motor boats on any lake, pond or stream; (ix) boat or fish; (x) light any fires except in designated areas or (xi) swim in any body of water other than a swimming pool. No Person shall violate any rules and regulations that may be established by the Association governing the use of the Association Property or the rules or requirements that may be established by the ARC.

33. STORM DRAINAGE OVERFLOW EASEMENT: All lots adjacent to a body of water shall be subject to a drainage overflow easement. No permanent structure shall be placed over any part of the drainage overflow easement without prior written approval from the ARC. The owner of each lot abutting the storm drainage overflow easements, if any are shown on this plat, will hold the City of Prattville, Alabama, Autauga and Elmore Counties, Alabama, the Declarant, the Association, the ARC, and their agents and representatives, and their respective successors and assigns, harmless for any damages or injury to physical property or life, human or animal caused or exacerbated by storm water runoff. The City of Prattville, Alabama, will not be responsible for installation and/or maintenance of the drainage overflow easement or any private storm drainage easement.

34. SECURITY AND ACCESS CONTROL: The Association may own and provide for the maintenance of an entrance gatehouse and, if manned, the salary for the same. The Association may also install and maintain electronic gates, video surveillance or other security or surveillance methods. This is not intended to obligate the Declarant or the Association to provide any form of security or surveillance to the owners, their properties or the Association's properties. Nothing herein shall constitute or be deemed to constitute a representation, warranty, assurance or promise that the Association, the ARC or Declarant will either now or in the future provide any security force or device to provide protection for the owners of the lots platted by this plat or any other persons or property located within this plat or The HomePlace. In no event shall the Association, the ARC or the Declarant be obligated to or responsible for providing any security service or services, security devices, to provide protection for owners or any other persons or property located within this plat or The HomePlace. The Association, the ARC and the Declarant shall not be responsible or liable for any damages or losses caused by any failure to provide any security service or services within The HomePlace. Furthermore, the provision of a guard house or any other property which could be used for security purposes shall not constitute a promise or obligation on or of the Association or Declarant to provide security services either now or in the future. In the event that any security service or device is provided by the Association or the Declarant, the Association or Declarant shall be entitled to discontinue any such security service or services, or device or devices, at any time and from time to time, and neither Association nor Declarant is responsible for any losses or damages caused by such discontinuation of service. In no event shall either the Association or the Declarant be responsible for any damages caused by any loss of property or injury caused to any person located within The HomePlace caused by theft, criminal activity or other activity which could or might have been prevented by a security service or device.

35. NOTIFICATION TO UTILITY COMPANIES: In order to beautify said subdivision for the benefit of all lot owners and to permit the utility companies to install underground utility services to each house in said subdivision, no owner of any lot within such subdivision will commence construction of any house on any lot until such owner (i) notifies the utility companies that such construction is proposed, (ii) grants in writing to said companies such rights and easements as they request in connection with their construction, operation, maintenance and removal of the underground service laterals on each lot, and (iii) provides at his, her or its own expense, and in accordance with specifications to be furnished by the utilities, all excavating, trenching and backfilling which said utility company requests in connection with the installation of the underground service or service laterals on each lot. To the extent of the interest of the owner of each

lot, such owner agrees to connect utility service lines (including, but not limited to, gas, water, sewer and electricity) at points designated by Declarant or the ARC.

36. ANTENNAS AND DISHES: No visible ham radios, radio transmission equipment, television antennas, radio antennas or television satellite dishes shall be permitted on the property unless prior approval is obtained from the ARC. The location and size of all of the foregoing must be approved by the ARC.

37. MEMBER OF ASSOCIATION; LIABILITY FOR ASSESSMENTS: Each owner of a lot shown on this plat shall automatically become a Member of the Association as an appurtenance to the ownership of such lot and shall be fully and completely bound by all of the terms and conditions of the Articles and the Bylaws of the Association, as well as the Design Criteria, as each of them may be modified and amended from time to time, including, without limitation, the obligation to pay any and all applicable Assessments levied from time to time by the Association on each lot and the right of the Association to enforce payment of the Assessment as provided in the Bylaws. All of the terms and provisions of the Articles and the Bylaws applicable with respect to each lot shown herein and to the owner of such lot by virtue of being a Member of the Association are incorporated herein by reference as if set forth herein in their entirety. Each lot shown on this plat is a Residential Lot, as defined in the Bylaws. As provided in the Bylaws, any owner of an interest in a lot which has multiple owners shall be jointly and severally liable with each other owner of an interest in that lot for Assessments.

38. LIEN FOR ASSOCIATION ASSESSMENTS: The Association is hereby granted a lien upon each lot and its appurtenances and each Member's interest in the Association, which lien shall secure and does secure all monies due to the Association for any and all Assessments, now or hereafter assessed and levied against each Member as owner of a lot, and all other charges and expenses due the Association, including interest and all reasonable attorneys' fees, including appellate attorneys' fees, court costs and other expenses, incurred by the Association in collecting or attempting to collect such Assessments and enforcing the lien. Each lot owner hereby expressly grants to the Association a power of sale for such lot along with its lien hereunder. The lien provided for herein may be foreclosed in the same manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, as the same may be modified or amended from time to time. The Association shall have the right and power to bid at any such foreclosure sale and to purchase, acquire, exchange, hold, lease, mortgage, convey and sell any such lot acquired. Notwithstanding anything provided herein to the contrary, the lien for Assessments and other charges authorized herein with respect to any lot is and shall be subordinate to: (i) all liens for taxes which by law are superior thereto, and (ii) the lien or charge of any first mortgage of record made in good faith and for value. No lot owner may escape or avoid responsibility for Assessments by waiver of the use of or enjoyment of any of the Association Property or by the abandonment or non-use of such owner's lot, or by any other means.

39. LIMITATION OF LIABILITY: Notwithstanding anything provided herein to the contrary, (a) neither the Declarant, the ARC, the Association nor any agent, employee, representative, member, shareholder, partner, manager, officer or director thereof shall have any liability of any nature whatsoever for, and (b) each owner by acceptance of a deed to any lot, does hereby irrevocably and unconditionally waive and release the Declarant, the ARC, the Association

and each agent, employee, representative, member, shareholder, partner, manager, officer and director thereof from, any and all damage, loss, action, cause of action, liability, expense or prejudice suffered, claimed, paid or incurred by any owner on account of (i) any defects in any plans and specifications submitted, reviewed or approved by any of them, (ii) defects, structural or otherwise, in any work done according to such plans and specifications, (iii) the failure of the ARC to approve of, or the disapproval of, any plans, drawings, specifications or other data submitted by any such owner for approval to the ARC, (iv) the approval or disapproval of any builder for as an approved contractor, (v) the construction or performance of any work relating to such plans, drawings and specifications, including, without limitation, any actions or omissions of any builder approved by the ARC, (vi) bodily injuries (including death) to any owner or occupant and any damage to any improvements or any personal property of any owner or occupant which may be caused by, or arise as a result of, any defect, structural or otherwise, in any improvements or the plans and specifications therefore which may be or have been approved by the ARC, and (vii) any other loss, claim, damage, liability or expense, including court costs and attorneys' fees, suffered, paid or incurred by any owner arising out of or in connection with the construction, use and occupancy of any building or any other improvements situated on a lot.

40. INDEMNIFICATION: The Association has agreed to indemnify and hold harmless every officer, director and committee member of the Association, including, but not limited to, the members of the Board and the members of the ARC, from and against any and all costs and expenses, including trial and appellate attorney's fees and costs, reasonably incurred by or imposed upon any officer, director or committee member in connection with any action, suit or other proceedings to which he or she may be a party, by reason of being or having been an officer, director or committee member of the Association, the Board or the ARC. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, willful misconduct or bad faith, with regard to the business of the Association or the ARC. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, except to the extent that they may be a Member of the Association, and the Association shall indemnify and forever hold each of said officers, directors and committee members free and harmless against any and all liability to others on account of any such contract or commitment. Any right of indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member, may be entitled. The Association may, as a part of the expenses of the Association, maintain adequate general liability insurance, and officers and directors liability insurance to fund this obligation, if such insurance is available and deemed to be appropriate by the Association.

41. DECLARANT DEFINED; DECLARANT'S RIGHTS: Wherever the term "Declarant" is used herein it shall mean HomePlace Developers, Inc., its successors and assigns. These covenants and restrictions touch and benefit all the land reflected on the above-referenced plat map and shall run with the land and shall be binding upon the land and all lot owners within the plat, their heirs, successors and assigns, the utilities referenced herein either specifically or generally, and their successors and assigns. Notwithstanding anything contained herein to the contrary, the Declarant expressly reserves the sole and exclusive right and privilege, both for itself and its successors and assigns, to change, alter, modify or amend any of the terms, covenants and provisions of this Declaration or to grant a variance to or from any of the terms, covenants or provisions of this

Declaration, without the consent or approval of the owners of lots in this plat until the Class C Membership Termination Date, as defined in the Bylaws.

42. APPROVED CONTRACTORS: All improvements constructed on any lot located within The HomePlace shall be made by a contractor or builder approved by the ARC. The ARC may, at its sole discretion, establish criteria and requirements upon which a contractor or builder may or may not be approved to construct improvements on properties in The HomePlace. This covenant is not to be construed as an attempt to show prejudice, malice or favor toward any person or entity, but only to attempt to discourage unscrupulous and/or undesirous business in connection with the development of The HomePlace. By approving or disapproving any contractor, the ARC shall not be deemed to pass upon the character or reputation of any contractor or to warrant or guarantee the performance or work of any such contractor in any manner whatsoever.

43. CONSTRUCTION ACTIVITIES OF THE DECLARANT: All owners and occupants within the property do hereby acknowledge and agree that the Declarant and its employees, agents, contractors, subcontractors, licensees and other designees will, from time to time, be conducting construction and other development activities within the property and the real property situated adjacent to or in close proximity with thereto. By acceptance of a deed to any lot, each owner, for such owner and such owner's heirs, executors, personal representatives, administrators, successors, assigns and occupants, does further acknowledge and agree (a) that no construction or development activities undertaken by the Declarant with respect to the property or any real property situated adjacent to or in close proximity with the property shall be deemed a nuisance or noxious or offensive activity under the terms and provisions of this Declaration or applicable law, (b) not to enter upon or allow their family members or occupants to enter upon (regardless of whether such entry is a trespass or otherwise) any real property within or in proximity to the property where such construction or development activities, are being conducted by the Declarant (even if such development or construction activities are not being conducted at the time of their entry, such as at night or during non-working hours), and (c) that neither the Declarant nor its employees, agents, contractors, subcontractors, licensees, designees, affiliates, subsidiaries, successors or assigns shall be liable for any losses, damages (compensatory, consequential, punitive or otherwise), injuries or deaths arising from or relating to any such entry by such owner or such owner's family members or occupants upon any portion of the property or any real property situated adjacent to or in close proximity with the property upon which the Declarant or any of its employees, agents, contractors, subcontractors, licensees and other designees are conducting any construction or other development activities.

44. CONSTRUCTIVE NOTICE AND ACCEPTANCE: Every person, corporation, partnership, limited liability company, limited partnership, trust, association or other legal entity, who or which shall hereafter own or acquire any right, title, interest or estate in or to any lot, whether or not such interest is reflected in the Offices of the Judge of Probate of Autauga and Elmore Counties, Alabama, shall be conclusively deemed to have consented and agreed to each and every covenant, condition, restriction, reservation and easement contained or by reference incorporated herein, including, but not limited to, the Articles and the Bylaws, whether or not any reference to this Declaration is contained in the document or instrument pursuant to which such person, corporation, partnership, limited liability company, limited partnership, trust, association or other legal entity shall have acquired such right, title, interest or estate in the lot or any interest therein. All of the

terms and provisions of this Declaration, the Articles and the Bylaws shall run with the land and shall be binding upon and shall inure to the benefit of all of the lot owners, including, without limitation, their respective heirs, personal representatives, successors and assigns in title in and to their respective lots; provided, however, notwithstanding anything to the contrary provided herein, it is understood and agreed that the various approval rights reserved to the Declarant, the Association and/or the ARC under and pursuant to this Declaration, the Articles, the Bylaws or the Design Criteria shall be and are hereby reserved exclusively to such parties so designated, and that the owners of lots shall not have or exercise any of the approval rights reserved to such parties hereunder. In addition, the Declarant, the Association, and the ARC shall have the non-exclusive right, but not the obligation, to enforce all of the terms and provisions of this Declaration.

45. ENFORCEMENT; ATTORNEYS' FEES: Enforcement of this Declaration may be instituted by the Declarant, the Association, the ARC and/or the owner of any lot in the manner prescribed herein or by a proceeding at law or in equity against the person, persons, or legal entities violating or attempting to violate any of these covenants. Any action may be either to restrain violation or to recover damages therefor. Notwithstanding anything herein contained to the contrary, in the event of litigation arising out of the interpretation or enforcement of the rights or obligations under this Declaration, the Declarant, the Association and the ARC shall each be entitled to recover its costs and expenses in connection with such litigation, including, but not limited to, reasonable attorneys' fees, costs and expenses, which may be awarded by the court before whom such litigation is brought.

46. NO COMMON SCHEME: Notwithstanding anything to the contrary provided herein, it is understood and agreed that the covenants and restrictions imposed hereunder shall not be deemed to create a common scheme or to restrict any other property now or heretofore or hereafter owned by Declarant other than the lots shown on this plat which are made subject to this Declaration by the execution, acknowledgment and recordation of this plat. In no event shall the Declarant be required to subject additional property to this Declaration or otherwise acquire additional property in connection herewith; provided, that, the Declarant may by amendment hereunder subject additional property to this Declaration or a new Declaration imposed by Declarant.

47. EASEMENTS:

(a) Private Alleys. Subject to the provisions of this paragraph 47, Declarant does hereby grant and convey to the Association a non-exclusive easement in and to each Private Alley shown on this plat for the purpose of permitting the Association, and those Persons authorized or permitted by the Association (including Members), to utilize each such Private Alley, for ingress and egress to public rights-of-way and in order to access the property shown on this plat. The Private Alleys shall be deemed Association Property and shall be an Area of Association Responsibility, all as is more particularly provided in the Bylaws. The Association agrees that it has the sole responsibility of insuring, maintaining, repairing and replacing the Private Alleys and all improvements for ingress and egress and access on and within the Private Alleys and paying the property taxes on the Private Alleys, with such costs and expenses of the Association being further borne by Members of the Association in accordance with applicable documents governing the Association and its Members. There shall be no vehicle parking within any Private Alley, except as may be approved by the Declarant and the Association.

(b) Parcels A thru G. Subject to the provisions of this paragraph 47, Declarant does hereby grant and convey to the Association a non-exclusive easement in and to each of Parcels A, B, C, D, E, F and G for use as a “park” or “green space” by the Association, and those Persons authorized or permitted by the Association (including Members), to utilize same. Parcels A, B, C, D, E, F and G shall be deemed Association Property and shall be an Area of Association Responsibility, all as is more particularly provided in the Bylaws. The Association agrees that it has the sole responsibility of insuring and maintaining Parcels A, B, C, D, E, F and G and paying the property taxes on Parcels A, B, C, D, E, F and G, with such costs and expenses of the Association being further borne by Members of the Association in accordance with applicable documents governing the Association and its Members.

(c) Landscape and Trail Easements. Subject to the provisions of this paragraph 47, Declarant does hereby grant and convey to the Association a non-exclusive easement in and to the Landscape and Trail Easements shown on this plat. The Landscape and Trail Easements are granted for the purposes of (i) landscaping (i.e., planting, cultivating, maintaining, watering, replanting and replacing flowers, shrubs, trees and other foliage) as may be desired by the Association, and (ii) the construction, use, maintenance, repair and replacement of sidewalks and trails for walking, jogging and passage (by Association-approved golf carts and only other forms of motorized vehicles approved by the Association), as such improvements and usage thereof are determined from time to time by the Association, for use by the Association and those Persons authorized or permitted by the Association (including Members). The Landscape and Trail Easements shown on this plat shall be deemed Association Property and shall be Areas of the Association Responsibility, all as is more particularly provided in the Bylaws. The Association agrees that it has the sole responsibility of insuring, maintaining, repairing and replacing the landscaping, sidewalks, trails and improvements that are located within the Landscape and Trail Easements, with such costs and expenses of the Association being further borne by Members of the Association in accordance with applicable documents governing the Association and its Members.

(d) Private Power Easement. Subject to the provisions of this paragraph 47, Declarant does hereby grant and convey to the Association a non-exclusive easement in and to each “Private Power Easement” referred to in the provisions of paragraphs 4 and 5 of the Notes contained on this plat. Each Private Power Easement is granted for the purpose of permitting the Association to use the Private Power Easement for purposes of providing power source and related power facilities for Association authorized or approved purposes. The Association agrees that it has the sole responsibility of insuring, maintaining, repairing and replacing any facilities within the Private Power Easement utilized by it, with such costs and expenses of the Association being further borne by Members of the Association in accordance with applicable documents governing the Association and its Members.

(e) Reservation of Rights. The Declarant expressly reserves (i) the right to use at any time and from time to time any and all portions of Association Property for any sales or marketing purposes that Declarant desires without Association or any Member consent; (ii) the right to reserve easements across Association Property for development purposes without Association or any Member consent; and (iii) the right to grant, terminate or vacate at any time or from time to time easements across Association Property, without Association or Member consent, for installation and

maintenance of utilities, storm water or other water management, or provision of services to The HomePlace. In addition, Declarant hereby reserves unto itself, and further reserves the right to grant to one or more utility companies, an easement for the installation, use, maintenance, repair and replacement of utilities and related facilities, over, along, across, under and within the areas shown and labeled "Utility Easement" on this plat or any "Private Power Easement" contained within this plat.

(f) Utility Easements. Utility Easements shown on this plat are non-exclusive and are granted for the use of any utility which may require the use of them to provide service for occupants of The HomePlace, provided that such grant is subject to the following restrictions: (i) no utility shall install, place or permit, and shall not allow others claiming by, through or under it the right to install, place or permit, any above-ground structures within any utility easement dedicated by this plat, except for replacement of any above-ground structures in existence as of the date hereof (with like or similar-type replacements) and those above-ground structures that are required for health and safety issues (where such underground structures would not be adequate to satisfy such health and safety issues); and (ii) in connection with the exercise of the rights and privileges hereunder, (a) such utility shall schedule and perform its work in a manner that minimizes interruption to the residences affected by such work, and (b) such utility shall promptly repair, restore and replace, as necessary, the surface of the property, including any landscaping and any improvements thereon, in a good and workmanlike manner to a condition at least equal to that which existed prior to such utility's use or disturbance thereof.

(g) Declarant Approval Rights. The reserved rights of Declarant under this paragraph 47, including approval rights, shall automatically expire on the Class C Membership Termination Date.

48. TRADEMARK/TRADE NAME: The logo of "HomePlace" is a registered trademark owned by the Declarant and Declarant also has registered the name "HomePlace" as a registered trade name. An owner may use the name "HomePlace" or "The HomePlace" to describe the location of a home. Owners may not use the name "HomePlace" or "The HomePlace" in any other manner without the express permission of the Declarant, which may be arbitrarily and capriciously withheld.

49. USE OF IMAGES: Until the Class C Membership Termination Date, the Declarant shall have (i) the exclusive right to grant permission for The HomePlace to be photographed, sketched, painted or otherwise reproduced for promotional, publishing, academic or commercial use (including, without limitation, its use as a background for the display of fashions or other goods); and (ii) the right to grant permission for similar reproduction of the exteriors of any other part of The HomePlace and any improvements thereto which can be viewed from streets, alleys or Association Property. Such exteriors may be reproduced without the consent of, or payment to, the owner of such lot, but the above right is not intended to prevent any owner from granting independent reproduction rights for any lot and any improvements thereto owned exclusively by that owner, in which case the consent of the Declarant shall not be required. The exercise of the rights set forth in this paragraph shall not interfere with normal and customary rights of architects as to structures designed by them. The Declarant may collect a fee for its consent to the use of The HomePlace or images thereof or for the providing of support services to photographers or others.

50. TERM; AMENDMENT: The above and foregoing covenants and restrictions shall continue in force and effect until January 1, 2065; subject, however, to Declarant's express right and privilege to change, alter, modify or amend the same as provided in Paragraphs 41 and 51 hereof. Thereafter, the above and foregoing covenants and restrictions shall be automatically renewed for successive periods of ten (10) years each; provided, however, after January 1, 2065, said covenants and restrictions may be modified, amended or terminated in whole or in part by a written instrument that (i) has been signed and acknowledged by three-fourths (3/4ths) or more of the owners of lots in this plat, (ii) has been signed and acknowledged by the Association, and (iii) has been recorded in the Office of the Judge of Probate of the County in which the property is located.

51. AMENDMENT/WAIVER: None of the terms or provisions of this Declaration can be waived, modified or amended except by a written instrument duly signed by the party against whom such waiver, modification or amendment is sought to be enforced. Notwithstanding anything provided in this Declaration to the contrary, the Declarant reserves the right at any time and from time to time to amend this Declaration, without the consent or approval of any owner or mortgagee, to the extent necessary, as determined by the Declarant, in its sole discretion, to (i) comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration or any other government agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by the above-named entities, (ii) induce any of the foregoing described agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with mortgages covering any lot, and (iii) correct clerical or typographical errors in this Declaration or any exhibit hereto.

52. NO REVERTER: No provision of this Declaration is intended to create, or shall be construed as creating, a condition subsequent to or a possibility of reverter.

53. GENDER: Throughout this Declaration the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa, unless otherwise clear from the context in which such term is used.

54. PARAGRAPH HEADINGS: Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way define, limit or restrict the scope and intent of the particular sections or paragraphs in which they are contained or to which they refer.

55. EFFECT OF INVALIDATION: If any particular provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

56. JOINDER BY ASSOCIATION: The Association joins in and agrees to the provisions of this Declaration, including, but not limited to, the provisions of paragraph 47 of this Declaration.

IN WITNESS WHEREOF, the Declarant, joined in by the Association, have caused this Declaration to be executed as of the 24th day of May, 2006.

DECLARANT:

HomePlace Developers, Inc.,
an Alabama corporation

By: 


Joseph B. Turner
Its President

STATE OF ALABAMA)
)
COUNTY OF Autauga)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joseph B. Turner, whose name as President of HomePlace Developers, Inc., an Alabama 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 said instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 24th day of May, 2006.

(SEAL)


Notary Public
My commission expires: 9/30/2007

[EXECUTION CONTINUES NEXT PAGE]

ASSOCIATION:

The HomePlace Owners' Association, Inc.,
an Alabama corporation

By: Dorothy H. Sanford
Its President

STATE OF ALABAMA)
COUNTY OF Autauga)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Dorothy H. Sanford, whose name as President of The HomePlace Owners' Association, Inc., an Alabama 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 24th day of May, 2006.

(SEAL)

Kelley Cowart
Notary Public
My commission expires: 9/30/2007

JOINDER AND CONSENT

The undersigned, Sterling Bank, an Alabama banking corporation, being the holder of a mortgage on the property subject of the Plat by virtue of that certain Mortgage dated October 24, 2005, recorded in the Office of the Judge of Probate of Elmore County, Alabama, in Real Property Book 2005, at Page 80139, and further recorded in the Office of the Judge of Probate of Autauga County, Alabama in Real Property Book 2005, at Page 10675, does hereby provide its consent to the terms and conditions, and joins in the execution, of this Declaration on this the 24th day of May, 2006.

Sterling Bank,
an Alabama banking corporation

By: [Signature]
Its EXECUTIVE VICE PRESIDENT

STATE OF ALABAMA)
 :
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Scott McCall, whose name as EXEC. VICE PRESIDENT of Sterling Bank, an Alabama banking 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 24th day of May, 2006.

(SEAL)

[Signature]
Notary Public
My commission expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 9, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS