

DECLARATION OF PROTECTIVE COVENANTS

OF

HOMESTEAD PROPERTY OWNERS ASSOCIATION, INC.

FOR

HOMESTEAD SUBDIVISION

MISC 258 669
Recorded In Above Book and Page
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Luke Cooley
Judge of Probate
Houston County, Alabama

THIS DECLARATION OF PROTECTIVE COVENANTS, made this 24th day of December, 2007, by YWF, Incorporated, an Alabama corporation (hereinafter referred to as the Owners and/or Developer.)

WITNESSETH:

WHEREAS, YWF, Incorporated (hereinafter referred to as Developer and/or the Owners) is the owner of that real property described in the plat of Homestead Subdivision (hereinafter referred to as Homestead and/or the Property) and recorded in the Office of the Judge of Probate of Houston County, Alabama, in Plat Book 12, Page 10; and

WHEREAS, the Owners desire to establish and enforce uniform standards of development quality and to provide for the effective preservation of the appearance, value and amenities of Homestead, which establishment, enforcement and preservation shall benefit all owners of the property located thereon and, to that end, desire to subject said real property to the protective covenants and restrictions herein contained, all of which are for the benefit of the said real property and the owners thereof;

NOW, THEREFORE, the Owners hereby declare that the Property, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof;

AND FURTHER, the Owners have caused Homestead Property Owners Association, Inc., to be formed for the purpose of providing a non-profit organization to serve as representative of Developer and Owners of any part of Homestead, which hereafter is made subject to these protective covenants (herein collectively referred to as Restrictions) with respect to: assessment, collection and application of all charges imposed hereunder, the enforcement of all covenants contained herein and all liens created hereby, the creation, operation, management and maintenance of the facilities and services referred to hereafter and such other purposes described in its charter.

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

The Restrictions set forth herein are made for the mutual and reciprocal benefit of each and every part of Homestead subject to the Restrictions (sometimes referred to as Property or Member's Property) and are intended to create mutual, equitable servitudes upon each such part of the Property and in favor of each and all such parts of the Property therein, to create reciprocal rights between the respective owners and future owners of such property; and to create a privity of contract and estate between the grantees of said Property, their heirs, successors and assigns. The Restrictions do not apply to or affect any part of the Homestead Property which is not subjected specifically by written instrument to this Declaration. All Property shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all the terms and provisions of this Declaration applicable to the Property, including, but not limited to, the lien provisions set forth in Section X hereof.

ARTICLE II
ARCHITECTURAL COMMITTEE: ARCHITECTURAL CONTROL

2.1 Architectural Committee

The "Architectural Committee" shall be composed of at least three (but not more than five) individuals designated and redesignated from time to time by the Developer until control of the Architectural Committee is specifically delegated by the Developer to Homestead Property Owners Association, Inc. The initial committee members who shall serve until replaced by Developer are: Young W. Folsom, Catherine B. Folsom, Mitzi Moore, and Marianne Gannon.

Except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. With regard to review of plans and specifications as set forth in this Article II, however, and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the entire Architectural Committee, any two members, as long as one member is Young W. Folsom or Catherine B. Folsom, of the Architectural Committee shall be authorized to exercise the full authority granted herein to the Architectural Committee. Any approval by such members of any plans and specifications submitted under this Article II, or the granting of any approval, permit or authorization by such members in accordance with the terms hereof, shall be final and binding. Any disapproval, or approval based upon modification or specified conditions by such members shall also be final and binding.

2.2 Approval Required

No Structure shall be commenced, erected, placed, moved on to or permitted to remain on any Parcel, nor shall any existing Structure upon any Parcel be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Parcel, unless

one (1) set of plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Committee, but in any event shall include: (i) architectural plans, elevations and specifications showing the nature, kind, exterior color schemes, shape, height and materials of all Structures proposed for the Parcel; (ii) a site plan of the Parcel showing the location with respect to the particular Parcel (including proposed front, rear, and side setbacks) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Parcel; (iii) a grading plan for the particular Parcel; (iv) a drainage plan and (v) a plan for landscaping.

2.3 Basis for Disapproval of Plans

The Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (a) failure of such plans or specifications to comply with any of the Restrictions;
- (b) failure to include information in such plans and specifications as may have been reasonably requested;
- (c) objection to the exterior design, appearance or materials of any proposed Structure;
- (d) objections to the location of any proposed Structure upon any Parcel or with reference to other Parcels in the vicinity;
- (e) objection to the site plan, grading plan, drainage plan or landscaping plan for any Parcel;
- (f) objection to the color scheme, finish, proportions, style of architecture, materials, height, bulk, or appropriateness of any proposed Structure;
- (g) objection to parking areas proposed for any Parcel on the grounds of (i) incompatibility to proposed uses and Structures on such Parcel or (ii) the insufficiency of the size of parking areas in relation to the proposed use of the Parcel;
- (h) failure of plans to take into consideration the particular topography, vegetative characteristics, natural environment or storm water runoff of the Parcel; or
- (i) any other matter which, in the judgment of the Architectural Committee, would render the proposed Structure, Structures or uses inharmonious with the general plan of improvement of the Property or with Structures or uses located upon other parcels in the vicinity.

In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

The scope of review by the Architectural Committee is limited to appearance only and does not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes or standards, or any other factors.

2.4 Retention of Copy of Plans

Upon approval by the Architectural Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

2.5 Rules of Architectural Committee; Effect of Approval and Disapproval; Time for Approval

The Architectural Committee may promulgate rules governing the form and content of plans to be submitted for approval ~~or requiring specific improvements on Parcels, including, without~~ limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Parcel of any plans or specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Parcel or Parcels. Approval of any such plans and specifications relating to any Parcel, however, shall be final as to that Parcel and such approval may not be revoked or rescinded thereafter, provided, (i) that the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in the Restrictions, and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Parcel in question.

In the event that the Architectural Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved, as submitted, and no further action is required.

2.6 Failure to Obtain Approval

If any Structure shall be altered, erected, placed or maintained upon any Parcel, or any new use commenced on any Parcel, otherwise than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article II, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article II, and without the approval required herein, and upon written notice from the Architectural Committee, any such Structure so altered, erected, placed or maintained upon any Parcel in violation hereof shall be removed or realtered, and any such use shall be terminated, so as to extinguish such violation.

2.7 Waiver of Liability

Neither the Architectural Committee nor any architect nor agent thereof, nor Homestead Property Owners Association, Inc., nor the Developer, nor any agent, servant or employee of the foregoing, shall be responsible in any way for any failure of Structures to comply with requirements of this Declaration, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon or benefiting therefrom agree not to sue or claim against the entities and persons referred to in this Section 2.7 for any cause arising out the matters referred to in this Section 2.7 and further agree to hold said parties harmless and do hereby release said entities and persons for any and every such cause.

ARTICLE III ZONING AND SPECIFIC RESTRICTIONS

The Restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease or as shown on the final approved plat of the property. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or the Restrictions shall be taken to govern and control. Any restrictions appearing on the final approved plat of the property are deemed to be the minimal restrictions for the property and are in addition to the restrictions or covenants contained herein. Such minimal restrictions are incorporated herein by referring any interested party to the final approved plat of the property recorded in Plat Book 12, Page 10, in the Office of the Judge of Probate of Houston County, Alabama.

ARTICLE IV SITE DEVELOPMENT

4.1 Land Use and Building Type

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height. For structures other than main building, refer to applicable paragraphs within this article.

4.2 Size and Quality

It is the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded. The heated and cooled area of the main structure, exclusive of porches and garages shall be a minimum of 1,850 square feet.

4.3 Material Specifications

Each building shall consist of brick veneer for exterior wall coverings. The front, sides and

rear elevation must be brick from bottom plate line to top plate line. Indention for porch areas, etc., are excluded. No Roof pitch is to be lower than 6/12 except for porches.

4.4 Building Location

No building shall be located on any lot nearer than 35 feet to the front lot lines, 35 feet to any side street line, 15 feet to any interior lot lines, or 40 feet to any rear lot line. For the purpose of this covenant, eaves, steps and fireplace chases shall not be considered as part of a building, provided, however, that this shall not be constructed to permit any portion of a building or a lot to encroach upon another lot.

4.5 Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

4.6 Nuisance

No noxious or offensive activities shall be carried on upon lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

4.7 Temporary Buildings

No building materials or temporary buildings of any kind or character shall be placed or stored on the property until the Owner is ready to commence improvements, and then such material or temporary building shall be placed within the property line of the lot or parcel of land upon which the improvements are to be erected and shall not be placed in the streets or between the street and the property lines; and any such temporary building or structure of any kind shall not be used for any other than construction purposes; and expressly such term temporary structure or buildings shall not be used for residential or sales office purposes either during construction or thereafter, and shall be removed immediately upon completion of construction within one year after such material or temporary building was placed thereon, whichever is sooner.

4.8 Signs

No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent, or one sign used by a builder and one sign used by a Realtor to advertise the property during the construction and sale period.

4.9 Walls and Fencing

No fence or wall shall be erected or placed upon any lot unless the same shall be constructed of wood, masonry, vinyl or equivalent, and the design, construction and location of such fence or wall shall be expressly approved by the Architectural Control Committee. Privacy fences must be

even with or behind rear wall of main dwelling. Chain Link Fence is not acceptable, but may be under circumstances peculiar to the lot in question, but only with approval of the Architectural Control Committee.

4.10 Storage Buildings

No storage building shall be erected or placed upon any lot unless the same be constructed with the same kinds of materials and workmanship as used in the main dwelling; and the design, construction and location of such building shall be expressly approved by the Architectural Control Committee. Front wall of detached building if constructed must be even with or behind rear wall of main dwelling.

4.11 Disposal of Refuse

No garbage, trash, ashes, refuse, inoperable vehicles (that have been inoperative for more than thirty days), or any waste shall be thrown or dumped on any lot or street in the subdivision and permitted to remain upon any such place. All equipment for the storage of, or disposal of such material, shall be kept in a clean and sanitary condition.

4.12 Drying of Laundry

No structure or apparatus may be constructed for the outdoor drying of laundry or wash.

4.13 Excavations

No excavations, except such as is necessary for the construction of improvements, shall be permitted.

4.14 House and Travel Trailers

Travel trailers shall not be used as a permanent residence while parked on any lot in the subdivision, nor used as a temporary or permanent residence while parked on any street in the subdivision, nor parked permanently on any street in the subdivision. Travel trailers that are or become unsightly, as determined by the Architectural Control Committee, must be hidden from view of the public, or adjoining lot owners. No house trailers shall be permitted to remain within the limits of this subdivision. Motor Homes (unoccupied) owned by residents must be parked in rear yard even with or further back than main dwelling. No Motor Home "shelters" will be allowed. See 4.10 for requirements of any "detached building".

4.15 Oil and Mining Operations

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

4.16 Garage/Yard Sales

No garage/yard sale will be permitted unless specifically authorized in writing by the Architectural Control Committee. City of Dothan, Alabama Permit is required.

4.17 On Street Parking

The street shall not be used for parking any vehicle on a regular basis.

4.18 Garages

All attached garages are to be minimum two car and must be side or rear entered unless specifically authorized in writing by the Architectural Committee. No carports allowed.

4.19 Lot Clearing

No removal of trees shall be permitted on any lot without approval of the Architectural Control Committee.

4.20 Site to be Staked Prior to Tree Cutting

After the plan for the Structure is approved, the site of the Structure must be staked out and such site approved by the Architectural Committee before tree cutting is done. Existing vegetation on each Parcel shall be saved whenever it is practical to do so. All areas on site and outside the areas of disturbance shall be "corded off" with high visibility surveyor's flagging tape and no vegetation shall be removed from the corded areas and no materials may be stored over the roots of this vegetation without prior approval of the Architectural Committee. Removal of "underbrush" from the corded areas is expressly prohibited except on Architectural Committee approval. No tree may be cut or removed from any Parcel without consent of the Architectural Committee until the building plans, site plans, and site staking are approved by the Architectural Committee.

4.21 Erosion Control

Erosion control measures shall be taken by the Owner of a Parcel, or his contractors, to protect adjacent properties, including but not limited to, roads and common areas during construction on such Parcel and thereafter until the soil is stabilized on the Parcel. This may be accomplished by the use of silt fencing or other protective measures intended to intercept and filter the excess storm water runoff from the Parcel. All such erosion control measures, including slope stabilization, must be specified on the grading plan and must be approved by the Architectural Committee prior to commencement of grading activities. No diversion of surface water to other properties will be allowed.

4.22 Utility Lines and Appurtenances

All gas, water, sewer, telephone and electrical feeder and service lines shall be installed as

underground service. All transformer boxes, meters or other such fixtures shall be adequately screened with plants or other materials approved by the Architectural Committee; provided that no planting or screening devices shall be placed so as to obstruct the normal servicing of either transformers, telephone pedestals, of other utility hardware. To the extent of the interest of the Owner of a Parcel, the Owner of a Parcel 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 kind for electrical or telephone service on said real estate (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave the particular area) without the prior written consent of the Architectural Committee. Nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting, where serviced by underground wires or cables. Where underground electric service is to be installed in order to permit installation of underground electric service to each Parcel for the mutual benefit of all owners therein, no Owner of any such Parcel will commence construction of any house on any such Parcel until such Owner (1) notifies the electric utility that such construction is proposed, (2) grants in writing to the electric utility such rights and easements as the electric utility requires in connection with its construction, operation, maintenance and removal of underground service lateral on each Parcel, and (3) otherwise complies with the Rules and Regulations for Underground Residential Distribution on file with and approved by the Alabama Public Service Commission.

If required by the electric utility, such electric utility, its successors and assigns, may retain title to the underground service lateral and outdoor metering trough or house power box (exclusive of circuit breakers) serving each said house, and said service entrance facilities provided by such utility will not in any way be considered a fixture or fixtures and thereby a part of said real estate, but will remain personal property belonging to such utility, its successors and assigns, in accordance with applicable Rules and Regulations filed with and approved by the Alabama Public Service Commission. It will be the responsibility of each purchaser of a property and/or his builder to repair any damage to utilities and/or sidewalks.

4.23 Connection Points for Utility Service Lines

To the extent of the interests of the Owner of each Parcel, such Owners agree to connect utility service lines (including, but not limited to, gas, water, sewer and electricity) at points designated by Developer.

4.24 Sanitary Sewer Service Lines

The material for sanitary sewer service lines must be approved by the Architectural Committee and cast iron or ductile lines may be required in some or all sections of the Property.

4.25 Landscaping

The landscape plan must be approved by the Architectural Committee prior to any site disturbance. The landscape plan shall indicate the proposed type, location, size and quantity of all plant materials to be planted on the Parcel. The Owner must faithfully execute the landscape plan as submitted to and approved by the Architectural Committee within thirty (30) days after occupancy.

The Owner shall plant and maintain four (4) hardwood trees of not less than a two inch caliper. The trees may be oak, maple or elms. Two will be placed in the front yard and two will be placed in the back yard. The Architectural Committee may approve a landscape plan that includes existing hardwoods on the subject lot for the backyard portion of the landscape plan. Front and side yards to be sodded and back yard sodded minimum twenty five feet back from house.

Residential landscaping should enhance the privacy of the residential structures. However, it is essential that the greenbelt and common property areas are maintained without strict definition of property lines. It is also desirable that the natural ground cover of the land can weave throughout the residential development without its impedence by lots totally planted in grass without recognition of the natural elements of the land. Therefore, the proposed construction of any fence, wall, or hedge shall be closely scrutinized by the Architectural Committee before such is allowed upon any parcel. Further, because of the importance of the overall beauty of the Property, as to each parcel which joins any of the adjacent property and/or common area of Homestead, such construction shall be even more closely scrutinized.

It is the intent of this section 4.25 to assure that a beautifully natural setting be maintained on the Homestead property. Each structure and the landscaping of each parcel is a part of that setting and should serve to enhance, not detract from, that setting.

4.26 Architectural Styles

All exterior building materials must be of colors approved by the Architectural Committee. The architecture on each parcel must be, in the opinion of the Architectural Committee, compatible with the overall natural setting of the Homestead Development and with the surrounding buildings. As to any structure on a parcel which joins any of the common area of Homestead, the portion of said structure which faces said property shall be designed in a manner which gives the appearance of a front, so as to enhance the overall natural setting of the development and to assure that garages, utility rooms, storage rooms, and the like which are normally located in the back of residential structures are not exposed to view from the common area or from residences across from such Structure. Garages on any parcel shall not front either a roadway or common area.

4.27 Exterior Lighting

Exterior lighting plans must be set forth on the architectural or landscape plans for a Parcel, and must be approved by the Architectural Committee. Exterior lighting shall be "environmental type" which directs all light beams downward with no spillover light or glare emitted off-site and shall be compatible with lighting used on other residential structures in Homestead.

4.28 Above Ground Pools.

Above ground pools are prohibited.

ARTICLE V
COVENANTS FOR MAINTENANCE

MISC 258 679

5.1 Keep Parcel in Repair

Each Owner shall keep all Parcels owned by him, and all improvements therein or thereon, in good order and repair, including the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

ARTICLE VI
GENERAL COVENANTS AND RESTRICTIONS

6.1 General Prohibitions

Without the prior written approval of the Architectural Committee:

6.1.1 No previously approved Structure on any Parcel shall be used for any purpose other than that for which it was originally designed;

6.1.2 No Parcel shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise;

6.1.3 To the extent of the interest of the Owner of a Parcel, no facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground of any Parcel and no external or outside antennas or satellite dishes of any kind shall be allowed. No towers, conductors, converters, satellite dishes, or other facilities or equipment for the reception of audio or video broadcasts directly from satellites or otherwise shall be maintained on any lot.

6.1.4 No boat, boat trailer, house trailer, trailer, motor home, motorcycle, golf cart, or any similar items shall be stored in the open on any Parcel for a period of time in excess of twenty-four (24) hours unless such item is not visible from any roadway or adjacent property.

6.2 Preservation of Trees

No tree having a diameter of six (6) inches or more (measured from a point two feet above ground level) shall be removed from any Parcel without the express written authorization of the Architectural Committee. This Section 6.2 shall be read in conjunction with Article IV, and the provisions of both, where applicable, shall be observed prior to any tree cutting. The Architectural Committee, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. If it shall deem it appropriate, the Architectural Committee may mark certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section 6.2, the Developer,

Homestead Property Owners Association, Inc., and the Architectural Committee and the respective agents of each may come upon any Parcel during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither Homestead Property Owners Association, Inc., nor the Architectural Committee, nor Developer, nor their respective agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

6.3 Animals

No birds, waterfowl, livestock, animals or insects shall be kept or maintained on any Parcel ~~without the express written consent of the Architectural Committee, except that ordinary domestic~~ pets may be kept on a Parcel for purposes other than breeding or commercial. Pets will not be allowed to become a nuisance to owners.

6.4 Hunting

No hunting or shooting of any wildlife will be allowed within Homestead and/or common areas.

6.5 Signs (See section 4.8).

6.6 Accumulation of Refuse

No lumber, metals or bulk materials shall be kept, stored, or allowed to accumulate on any Parcel, except building materials during the course of construction of any approved Structure. No harmful or noxious materials shall be stored, either inside any Structure, or outside any Structure on any Parcel, if said materials pose any significant threat to public health and safety or to individuals employed or living within or in proximity to such Structures. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open on any day a pick-up is to be made. At all other times, trash and garbage containers shall be screened in such a manner so that they cannot be seen from adjacent and surrounding property, and as approved by the Architectural Committee. All trash and garbage containers shall be kept in a clean and sanitary condition. The Architectural Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage and screening of the same on the Property.

6.7 Pipes

To the extent of the interest of the Owners of a Parcel, no water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Parcel above the surface of the ground, except hoses and movable pipes used for irrigation purposes. Meters and valves for utilities shall be located underground, if feasible. If such meters and valves must be placed above ground, they shall be located at points approved in writing by the Architectural Committee, and proper screening shall be required.

6.8 Maintenance of Hedges and Plants

The Homestead Property Owners Association shall have the right, but not the obligation, to enter upon any Parcel and trim or prune, at the expense of the Owner (subject to any applicable limitations set forth in Section 5.1), any hedge or other planting which in the opinion of Homestead Property Owners Association, Inc., is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days' prior written notice of such action.

6.9 Machinery

No machinery shall be placed or operated upon any Parcel except such machinery as is usual in maintenance of a private residence.

6.10 Use Authorized by Architectural Committee

Notwithstanding other provisions herein, the Architectural Committee may authorize any Owner with respect to his Parcel to:

- (a) temporarily use a single family dwelling house for more than one family;
- (b) maintain a sign other than as expressly permitted herein;
- (c) locate Structures other than the principal dwelling house within set-back areas

6.11 Mail Boxes

The design of all mailboxes must be approved by the Architectural Committee and free-standing mail boxes equipped with lighting may be required in some or all sections of the Property and said Mailboxes may be furnished by the Developer and the property owners shall pay to the Developer its cost for same.

6.12 Outside Burning

Outside or open burning of trash, refuse or other material upon any Parcel is prohibited.

6.13 Nuisance (See section 4.6).

ARTICLE VII EASEMENTS

7.1 Drainage Easements

Except with prior written permission from Developer, or (when so designated by Developer) from the Architectural Committee, drainage flow shall not be obstructed nor be diverted from drainage swales, storm sewers and/or utility easements as designated herein, or as may hereafter appear on any plat of record in which reference is made to these Restrictions. Developer may cut drainways for surface water wherever and whenever such action may appear to Developer to be

necessary in order to maintain reasonable standards of health, safety and appearance; provided, however, that Developer's right to cut drainways on an Owner's Property shall terminate when the principal structure and approved landscaping on such property have been completed. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonable necessary to provide economical and safe utility installation and to maintain reasonable standards of health and appearance. The provisions hereof shall not be construed to impose any obligation upon Developer to cut such drainways.

7.2 Grading

Developer may at any time make such cuts and fills upon any Parcel or other part of the Homestead Property and do such grading and moving of earth as, in its judgment, may be necessary to improve or maintain the streets in or adjacent to the Homestead Property and to drain surface waters therefrom.

ARTICLE VIII ASSESSMENT OF ANNUAL CHARGE

8.1 Assessment

For the purpose of providing funds for use as specified in Article XI hereof, Homestead Property Owners Association, Inc., shall in each year, commencing with the year 2007, assess against the Assessable Property a charge (which shall be uniform with respect to all Assessable Property) equal to a specified number of dollars per Parcel. Each such Parcel shall be charged with and subject to a lien for the amount of such separate assessment which shall be deemed the "Annual Charge" with respect to such Parcel. It is specifically understood and represented that the utility charges to each Parcel, including cable, sewer, water, electricity, telephone, gas (if any) and other utilities are the separate and personal responsibility of the Parcel Owner and are not part of any assessments provided for herein.

8.2 Date of Commencement of Annual Charge

As soon as may be practical in each year, the Homestead Property Owners Association, Inc., shall send a written bill to each Member stating (i) the amount of the Annual Charge assessed against each such Parcel, stated in terms of the total sum due and owing as the Annual Charge, and (ii) that unless the Member shall pay the Annual Charge within thirty (30) days following the date of receipt of the bill, the same shall be deemed delinquent and will bear interest at the rate of twelve percent (12%) per annum until paid. The initial annual charge shall be \$240.00 per year per parcel owned. The amount of said assessment shall be established annually by the Homestead Property Owners Association, Inc. The amount of said assessment as to the Developer and/or a Class B member as described herein shall not exceed \$120.00 per year per Parcel owned. Further, no Developer and/or a Class B member as described herein shall be required to pay an assessment until three (3) years from the date of this Declaration or until forty-five (45) lots have been sold, whichever occurs first. Otherwise, this annual charge is subject to change by Homestead Property Owners Association, Inc.

Effect of Nonpayment of Assessments; Remedies of Homestead Property Owners Association, Inc.

If the Member shall fail to pay the Annual Charge within sixty (60) days following receipt of the bill referred to in Section 9.2 hereof, and within thirty (30) days after additional written notice that the Member is delinquent in his payment, in addition to the right to sue the Member for a personal judgment, Homestead Property Owners Association, Inc., shall have the right to enforce the lien hereinafter imposed to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures, as in the case of mortgages under applicable law, and the amount due by such Member shall include the Annual Charge, as well as the cost of such proceedings, including a reasonable attorney's fee, and the aforesaid interest. In addition, Homestead Property Owners Association, Inc., shall have the right to sell the property at public or private sale after giving notice to the Member (by registered mail or by publication in a newspaper of general circulation in the county where the Parcel is situated at least once a week for three successive weeks) prior to such sale.

8.4 Certificate of Payment

Upon written demand by a Member, Homestead Property Owners Association, Inc., shall within a reasonable period of time issue and furnish to such Member a written certificate stating that all Annual Charges (including interest and costs, if any) have been paid with respect to any specified Parcel as of the date of such certificate, or if all Annual Charges have not been paid, setting forth the amount of such Annual Charges (including interest and costs, if any) due and payable as of such date. Any such certificate, when duly issued as herein provided shall be conclusive and binding with regard to any matter therein stated as between Homestead Property Owners Association, Inc., and any bona fide purchaser of, or lender on, the Parcel in question.

ARTICLE IX IMPOSITION OF CHARGE AND LIEN UPON PROPERTY

9.1 Creation of Lien for Assessments

All Member's Property shall be subject to a continuing lien for assessment levied by the Homestead Property Owners Association, Inc., in accordance with the provisions of this Declaration. The Annual Charge together with interest thereon and the costs of collection thereof including reasonable attorney's fees as herein provided, shall be a charge on and shall be a continuing lien upon the Member's Property against which each such assessment or charge is made.

9.2 Personal Obligation of Members

Each Member, by acceptance of a deed or other conveyance to Member's Property, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to Homestead Property Owners Association, Inc., or to cause to be paid to Homestead Property Owners Association, Inc., the Annual Charges. Each such assessment, together with interest and costs of collection, including reasonable attorney's fees, in addition to being a lien on the property as set forth in Section 10.1 above, also shall be the personal obligation of the person or

...ity who was the owner of such Member's Property at the time when the assessment fell due.

9.3 Subordination of Lien to Mortgages

The lien of any assessment or charge authorized herein with respect to Member's Property is hereby made subordinate to the lien of any bona fide mortgage on such member's Property if, but only if, all assessments and charges levied against such Member's Property falling due on or prior to the date such mortgage is recorded has been paid. The sale or transfer of any Member's Property pursuant to a mortgage foreclosure proceeding or a proceeding in lieu of foreclosure or the sale or transfer of such Member's Property pursuant to a sale under power contained in a mortgage on such property shall extinguish the lien for assessments falling due prior to the date of such sale, transfer or foreclosure, but Homestead Property Owners Association, Inc., shall have a lien on the proceeds of such sale senior to the equity of redemption of the mortgagor. The foregoing subordination shall not relieve a Member whose Member's Property has been mortgaged of his personal obligation to pay all assessments and charges falling due during the time when he is the owner of such property. Homestead Property Owners Association, Inc., may at any time, either before or after the mortgaging of any Member's Property, waive, relinquish or quitclaim in whole or in part the right of Homestead Property Owners Association, Inc., to assessments and other charges collectible by Homestead Property Owners Association, Inc., with respect to such property coming due during the period while such property is or may be held by a mortgagee or mortgagees pursuant to such sale or transfer.

ARTICLE X USE OF FUNDS

10.1 Use of Funds

The Homestead Property Owners Association, Inc., shall apply all funds received by it pursuant to these Restrictions, and from any other source, reasonably for the benefit of property owned by Homestead Property Owners Association, Inc., Members and specifically to the following uses, unless other uses are approved by 51% of the votes of Members of the Homestead Property Owners Association, Inc., and with the understanding that, at the discretion of Homestead Property Owners Association, Inc., funds shall be applied to operations and maintenance before being applied to capital improvements: repayment of principal and interest of any loans of the Homestead Property Owners Association, Inc.; the costs and expenses of Homestead Property Owners Association, Inc., for the benefit of the Property, Owners and Residents by devoting the same to the acquisition, operation and subsidizing of such of the following as the Homestead Property Owners Association, Inc., in its discretion, may from time to time establish or provide: any or all projects, services, facilities, studies, programs, systems and properties relating to parks, recreational facilities or services; walkways, curbing, gutters, sidewalks, landscaping; directional and information signs; streets or roads; street, road and highway lighting, signal and sign facilities; facilities or arrangement for facilities for the collection, treatment and disposal of garbage, trash and refuse; facilities for the fighting and preventing of fires; traffic engineering programs, traffic signals and parking facilities; lakes and dams; beautification projects with the Homestead Property; holiday decorations; Homestead Property Owners Association, Inc., business or social functions; professional fees; casualty, errors and omissions and liability insurance, and such other insurance as may be required by

or otherwise deemed appropriate; facilities and provisions for the security of Members, Members' Property, Residents and Homestead Property and general maintenance and clean-up.

10.2 Obligations of Homestead Property Owners Association, Inc., with Respect to Funds

The Homestead Property Owners Association, Inc., shall not be obligated to spend in any calendar year all the sums collected in such year by way of Annual Charges or otherwise, and may carry forward as surplus any balances remaining; nor shall Homestead Property Owners Association, Inc., be obligated to apply any such surpluses to the reduction of the amount of the Annual Charge in the succeeding year, but may carry forward from year to year such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of Homestead Property Owners Association, Inc., and the effectuation of its purposes. The Homestead Property Owners Association, Inc. does not assure that the services described in Section 11.1 will be provided and nothing herein shall obligate the Homestead Property Owners Association, Inc., or its Directors to undertake to provide such services. The Homestead Property Owners Association, Inc., shall provide to all Members of the Homestead Property Owners Association, Inc., an annual accounting of funds expended and balances remaining within one hundred and twenty (120) days after the end of any calendar year, such accounting to be at the expense of the Homestead Property Owners Association, Inc.

10.3 Authority of Homestead Property Owners Association, Inc., to Contract

The Homestead Property Owners Association, Inc., shall be entitled to contract, subject to the last sentence of Section 11.4, with any corporation, firm or other entity for the performance of the various undertakings of the Homestead Property Owners Association, Inc., hereunder.

10.4 Authority of Homestead Property Owners Association, Inc., to Borrow Money

The Homestead Property Owners Association, Inc., shall be entitled to borrow money for the uses specified in Section 11.1, or other uses if approved by 51% of the votes of members of the Homestead Property Owners Association, Inc., up to an outstanding principal balance of \$10,000. Any borrowing over such amount shall require the approval of 75% of the Members of the Homestead Property Owners Association, Inc.

10.5 Authority of Homestead Property Owners Association, Inc., to Make Capital Expenditures

The Homestead Property Owners Association, Inc., shall be entitled to make capital expenditures for the uses specified in Section 11.1 or other uses as may be approved as provided therein, as limited by the last sentence in Section 11.4.

ARTICLE XI
RIGHTS OF ENJOYMENT IN COMMUNITY FACILITIES

11.1 Community Facilities

Developer may convey or cause to be conveyed to the Homestead Property Owners Association, Inc., subsequent to the recordation of this Declaration, certain tracts of land within the Homestead Property for park and other recreational and related purposes. The conveyances may restrict the uses of the property being conveyed. Such tracts, together with such other parts of the Homestead Property Owners Association, Inc., land as the Board may by resolution from time to time hereafter designate for use by Members and Residents are sometimes hereinafter collectively referred to as "Community Facilities." Any conveyance for such purposes by Developer to such Owners Association shall be contingent that the property be used for the purpose designated; that the property not be reconveyed to any person or entity, except Developer; and that any name designated by the Developer for the property remain the same. Any violation of such contingency will cause the title to the property to revert to Developer or its assigns.

11.2 Easement of Enjoyment of Community

Every Owner, by reason of such ownership, shall have a right and easement of enjoyment in and to all Community Facilities, and such easement shall be appurtenant to and shall pass with every Parcel upon transfer. All such rights, easements, and privileges, however, shall be subject to the right of the Homestead Property Owners Association, Inc., to adopt and promulgate reasonable rules and regulations pertaining to the use of Community Facilities which shall enhance the preservation of such facilities, the safety and convenience of the users thereof, or which, in the discretion of the Board, shall serve to promote the best interests of the Owners. The Homestead Property Owners Association, Inc., shall have the right to borrow money, subject to the limitations in Section 11.4, for the purpose of improving any Community Facility and, in aid thereof, to mortgage the same and the rights of any such mortgagee shall be superior to the easements herein granted and assured.

11.3 Suspension of Rights

The Homestead Property Owners Association, Inc., shall have the right to suspend the right of any Member (and the privilege of each Resident claiming through such Member) for any period during which the Annual Charge assessed under Article IX hereof remains overdue and unpaid, or in connection with the enforcement of any rules or regulations relating to such facilities in accordance with the provisions of this Article XII.

11.4 Right of Homestead Property Owners Association, Inc., to Convey

The Homestead Property Owners Association, Inc., shall not have the right and power to convey any property referred to in Section 11.1 except as may be agreed to in writing by the Developer or as may be required of such Owners Association in the event of a reversion of title.

12.5 Restrictions and Easements Over Open Spaces

Developer will either create prior to or as a part of any conveyances to the Homestead Property Owners Association, Inc., easements and rights of way over and/or affecting the property conveyed to the Homestead Property Owners Association, Inc., including but not limited to easements relating to utilities, sewers, construction and roads. Any such conveyance to the Homestead Property Owners Association, Inc., by Developer shall be subject to all restrictions, reservations, easements, rights of way and agreements of record.

ARTICLE XII MEMBERSHIP AND VOTING RIGHTS

12.1 General

The structure of the Homestead Property Owners Association, Inc., is contained in its Charter and by-laws. The matters discussed in Sections 12.2 to 12.5 are summaries of some of the provisions of the Charter of the Homestead Property Owners Association, Inc. The Charter and by-laws of the Homestead Property Owners Association, Inc., cover each of these matters, in addition to others, in greater detail, and should be consulted for a full explanation of the rights and obligations appurtenant to membership in the Homestead Property Owners Association, Inc.

12.2 All Parcel Owners are Members of Homestead Property Owners Association, Inc.

Every owner of a Parcel constituting Member's Property shall, by virtue of such ownership, be a Member of the Homestead Property Owners Association, Inc. Membership shall be appurtenant to, and may not be separated from the ownership of any property which is Member's Property.

12.3 Classes of Membership

The classes of membership are contained in the Charter and by-laws of the Homestead Property Owners Association, Inc.

a) Class A Members shall be all persons owning one or more Residential Parcels constituting Member's Property excepting those persons who are Class B Members. A Class B Member cannot be a Class A Member so long as it retains its Class B Membership.

b) Class B Members shall be the YWF, Incorporated, and any successor in ownership to all or part of the Developer's interest in Homestead.

The Class B membership shall terminate at such time as (a) all the Class B Members so designate in writing delivered to the Homestead Property Owners Association, Inc., or (b) on December 31, 2030, whichever shall first occur.

12.4 Voting Rights: Class B Members

Each Class B member shall have one vote for each Residential Parcel owned by such Member. Except on such matters as to which this Declaration, the Charter, or the By-Laws of the Homestead Property Owners Association, Inc., specifically require the votes of the Class A Members, and until December 31, 2030, or such earlier time as the Class B membership shall terminate, as provided herein, the Class B Members shall be vested with the sole voting rights in Homestead Property Owners Association, Inc., and the Class A Membership shall have no voting rights.

12.5 Voting Rights: Class A Members

Subject to the provisions of Section 12.4, each Class A Member shall have one vote for each Parcel Owned by such Member. If there is joint ownership of one parcel, there shall still be only one vote for such Parcel. After December 31, 2030, or such earlier time as the Class B membership shall terminate, the Class A Members shall have the right to elect a majority of the Board of Directors of the Homestead Property Owners Association, Inc.

12.6 Conflict

In the event of a conflict between the terms of this Declaration and the Charter of the Homestead Property Owners Association, Inc., the terms of the Charter shall control.

ARTICLE XIII THE ADDITION OF OPEN SPACES

13.1 Additions to Open Space

Developer, or such of its successors and assigns as shall have been specifically granted the right to submit additional property to this Declaration as set forth in this Article, may from time to time during the development of Homestead, but on or before December 31, 2030, convey or cause to be conveyed additional property to the Homestead Property Owners Association, Inc., and such property shall become Open Spaces.

13.2 Permissible Conditions or Restrictions on Additional Open Space

Property conveyed to the Homestead Property Owners Association, Inc., as additional Open Spaces may be improved or unimproved land and may be subject to permanent or periodic flooding or may be land under water. The grantor may convey such additional Open Spaces subject to easements for the construction, installation, maintenance, repair, use and access of roadways, service roads, or utility sewer, or other public service facilities, and subject to the reserved right in favor of a person owning Homestead Property for reasonable use and access to facilitate the development of such property and subject to other rights of way, easements, restrictions, and agreements of record.

ARTICLE XIV
THE SUBMISSION OF ADDITIONAL PROPERTY

14.1 Submission of Additional Property

Developer may at any time during the pendency of this Declaration add all or a portion of Property, along with any additional Property now or hereafter acquired by Developer, to the Property which is covered by this Declaration. Additional Property may be submitted to the provisions of this Declaration by an instrument executed by Developer, its successors or assigns in the manner required for the execution of deeds. Such instrument shall:

14.1.1 refer to this Declaration stating the book or books of the records of Houston County, Alabama, and the page numbers where this Declaration is recorded;

14.1.2 contain a statement that such Additional Property is conveyed subject to the provisions of this Declaration, or some specified part thereof (as limited by Section 16.4);

14.1.3 contain an exact description of such Additional Property; and

14.1.4 such other or different covenants, conditions and restrictions as Developer shall, in its discretion, specify to regulate and control the use, occupancy and improvement of such Additional Property.

Upon the recording of such instrument in the appropriate Probate Office of Houston County, Alabama, such additional property shall be Property and the owner or owners of such Member's Property shall thereupon be members of the Homestead Property Owners Association, Inc.

ARTICLE XV
GENERAL

15.1 Grantee's Acceptance

The grantee of any Parcel subject to the coverage of these Restrictions, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent owner of such Parcel, shall accept such deed or other contract upon and subject to each and all of these Restrictions herein contained.

15.2 Indemnity for Damages

Each and every Parcel Owner and future Parcel Owner, in accepting a deed or contract for any Parcel subject to these Restrictions, agrees to indemnify Developer for any damage caused by such Owner, or the contractor, agent, or employees of such Owner, to roads, streets, gutters, walkways, sidewalks or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines owned by Developer, or for which Developer has responsibility, at the time of such damage.

15.3 Severability

Every one of the provisions and restrictions is hereby declared to be independent of, and severable from the rest of the provisions and restrictions and of and from every other one of the provisions and restrictions and of and from every combination of the provisions and restrictions in this Declaration and shall in no way affect any of the other provisions or restrictions which shall remain in full force and effect.

15.4 Right of Developer to Modify Restrictions With Respect to Unsold Parcels

With respect to any unsold Parcel, Developer may include in any contract or deed hereinafter made or entered into such modifications and/or additions to these Restrictions as Developer in his discretion desires; provided, however, that these Restrictions may not be modified in any contract or deed to except such Parcel from the assessment provisions of Article IX or to lessen or extend the voting rights as provided in these Restrictions or in the Charter and By-Laws of the Homestead Property Owners Association, Inc.

15.5 Captions

The captions preceding the various sections, paragraphs and subparagraphs of these Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

15.6 Effect of Violation on Mortgage Lien

No violation of any of these Restrictions shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' or foreclosure sale shall be bound by and subject to these Restrictions as fully as any other Owner of any portion of the Property.

15.7 No Reverter

No Restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

15.8 Duration and Amendment

The Restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of and shall be enforceable by Developer, the Homestead Property Owners Association, Inc., the Architectural Committee, and the Owner of any Residential Parcel included in the Property, their respective legal representatives, heirs, successors and assigns until the 31st day of December in the year 2030, after which time said Restrictions shall be automatically extended for successive periods of ten years. This Declaration may not be amended in any respect (except with regard to the

annexation of Additional Member's Property) except by the execution of an instrument signed by not less than 75% of the Parcel Owners, which instrument shall be filed for recording in the Probate Offices of Houston County, Alabama, or in such other place of recording as may be appropriate at the time of the execution of such instrument. After December 31, 2030, this Declaration may be amended and/or terminated in its entirety by an instrument signed by not less than 55% of the Parcel Owners which instrument shall be filed for recording in the Probate Office of Houston County, Alabama, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

15.9 Enforcement

In the event of a violation or breach of any of these Restrictions or any amendments thereto by any Owner, or employee, agent, or lessee of such Owner, then the Owner(s) of Residential Parcel(s), the Homestead Property Owners Association, Inc., Developer (so long as it is a member of the Homestead Property Owners Association, Inc.), their successors and assigns, or any party to whose benefit these Restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said Restrictions, to sue for and recover damages or other dues, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled specifically to relief by way of injunction as well as any other available relief either at law or in equity.

Any party to a proceeding who succeeds in enforcing a Restriction or enjoining the violation of a Restriction against a Parcel Owner may be awarded a reasonable attorney's fee against such Parcel Owner.

15.10 Certificate of Violation

In addition to any of the rights or remedies available to the Homestead Property Owners Association, Inc., hereunder or at law or equity, the Homestead Property Owners Association, Inc., shall have the right to file in the Records of Houston County, Alabama, a Certificate or Notice of Violation of these Restrictions (which violation shall include, without limitation, nonpayment of the Annual Charges and/or failure to comply with architectural guidelines) upon failure of a Parcel Owner to correct a violation of these Restrictions within thirty (30) days after written notice of the violation has been given by the Homestead Property Owners Association, Inc., to the Parcel Owner.

15.11 Interpretation by Homestead Property Owners Association, Inc.

The Homestead Property Owners Association, Inc., shall have the right to construe and

interpret the provisions of this Declaration, and in absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof.

15.12 Assignment by Homestead Property Owners Association, Inc.

The Homestead Property Owners Association, Inc., shall be empowered to assign its rights hereunder to any successor nonprofit membership corporation (herein referred to as the "Successor Corporation") and, upon such assignment the Successor Corporation shall have all the rights and be subject to all the duties of the Homestead Property Owners Association, Inc., hereunder.

15.13 No Waiver

The failure of any party entitled to enforce any of these Restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such a violation or breach occurring prior or subsequent thereto; provided, however, that approval of plans pursuant to Article II shall be binding on any and all parties as a conclusive determination that such plans are in conformity with these Restrictions.

ARTICLE XVI DEFINITIONS

16.1 Assessable Property

That part of Homestead Property which is subjected to these Restrictions except such part or parts thereof as may from time to time constitute "Exempt Property" as defined in Section 16.9.

16.2 Association or "Homestead Property Owners Association"

The Homestead Property Owners Association, Inc., its successors and assigns.

16.3 Association Land or Homestead Land

That part of Homestead Property which may at any time hereafter be owned by the Association for so long as the Association or successor thereof may be the owner thereof.

16.4 Board

The Board of Directors of the Association

16.5 Charter

The Articles of Incorporation of the Homestead Property Owners Association, Inc.

16.6 Declaration

This Declaration of Protective Covenants of Homestead (Residential) applicable to Member's Property which shall be recorded in the Probate Records of Houston County, Alabama, as the same may from time to time be supplemented or amended in the manner described therein.

16.7 Deed

Any deed, assignment, lease, or other instrument conveying fee title or a leasehold interest in any part of Homestead Property subjected to these Restrictions.

16.8 Developer

YWF Incorporated.

16.9 Exempt Property

Shall mean and refer to the following portions or parts of the Property:

(i) all land owned by the United States, the State of Alabama, Houston County, City of Dothan or any instrumentality or agency of any such entity, for so long as (a) any such entity or any such instrumentality or agency shall be the owner thereof, and (b) such land is being used or held for public purposes (land which is owned by any such entities and leased to non-public persons or entities shall not be exempt during the period of lease to such non-public persons or entities);

(ii) all land owned by Homestead Property Owners Association, Inc., (or a "Successor Corporation" as defined in Section 16.12 hereof) for so long as Homestead Property Owners Association, Inc., (or such Successor Corporation) shall be the owner thereof:

16.10 Member

A person or other entity who is record owner of Member's Property.

16.11 Member's Property

That portion of Homestead Property which shall have been submitted to this Declaration for the purpose of creating a lien for assessments in favor of Homestead Property Owners Association, Inc.

16.12 Open Spaces or Common Areas

Homestead Property which is conveyed to the Association by the owners or Developers of Homestead or a part thereof and which is designated as an open space or area.

acquired by Developer and developed as a part of Homestead. That part of Homestead subjected to the Declaration is referred to as "Property", "Subject Property", or "Member's Property".

16.21 Tract

A contiguous piece of Property under one Ownership.

YWF INCORPORATED
An Alabama corporation

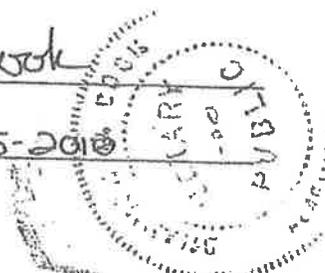
Young W. Folsom
By: Young W. Folsom
Its President

STATE OF ALABAMA
COUNTY OF HOUSTON

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Young W. Folsom, whose name as President of YWF Incorporated, an Alabama corporation, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such President and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal of office this 24th day of December, 2007.

Sharon M. Cook
Notary Public
My Commission Expires: 9-15-2010



Recording Fee 89.00
TOTAL 89.00

Custora took original
Shannon (Attorney office)
Lewis Backii 27