

Recording Fee 39.00
TOTAL 39.00

RLPY 2005 48462
Recorded In Above Book and Page
07/06/2005 03:39:03 PM
JIMMY STUBBS
PROBATE JUDGE
Elmore County, AL

STATE OF ALABAMA

ELMORE COUNTY

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS OF
RIVER HILLS SUBDIVISION PLAT NO. 1

WHEREAS, CLAIREWOOD, L.L.C. is the owner of the land situated in Elmore County, Alabama, as described on Exhibit A attached hereto; (herein as the "Property" on the "Subdivision").

WHEREAS, Developer desires to create and carry out an orderly, uniform and general plan of development and improvement of the Property which plan is designed for the mutual benefit of Developer and the owners of parcels of the Property; and

WHEREAS, to enhance the value and desirability of the Property, Developer desires to encumber and restrict all of the Property with the protective covenants and restrictions hereinafter set forth; and

WHEREAS, Developer may sell, convey, lease and mortgage the Property subject to this Declaration and desires that owners, lessees and mortgagees thereof shall at all times enjoy the benefits of, and shall hold their individual parcels or liens subject to, the covenants and conditions contained herein, and shall in addition comply with all ordinances and regulations of the City of Tallassee as they now exist or as they may be amended and shall also comply with any other covenants of a more restrictive nature which might be imposed from time to time in the future.

NOW, THEREFORE, in consideration of the premises and to assist in enhancing and protecting the value, desirability, and attractiveness of the Property, Developer hereby declares that the Property shall be sold and conveyed subject to the protective covenants and restrictions hereinafter set forth, which shall be deemed to run with the land and shall be a benefit and a burden to Developer, its successors and assigns (for only so long as it owns a portion of the Property), any person or entity subsequently acquiring or owning an interest in the Property, their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I – Definitions

As used in this Declaration, unless the context otherwise requires, the following shall mean:

1.01 Committee: The term "Committee" shall mean the Architectural control Committee established by this Declaration.

1.02 Declaration: The term "Declaration" shall mean this Declaration of Protective Covenants, Conditions and Restrictions.

1.03 Developer: The term "Developer" shall mean River Hills Subdivision, its successors and assigns.

1.04 Enlarged Lot: The term "Enlarged Lot" shall mean and refer to adjacent Lots or parts thereof, which are owned by the same person or entity and which are combined for building purposes to form one building site. Any Enlarged Lot so constituted shall be considered and referred as a Lot for purposes of this Declaration.

1.05 Improvements: The term "Improvements" shall mean buildings, outbuildings, underground installations, slope alterations, mailboxes, roads, driveways, parking areas, fences, screening, walls and barriers, retaining walls, stairs, decks, windbreaks, signs, and any and all other structures of every type and kind.

1.06 Landscaping: The term "Landscaping" shall mean vegetative plantings such as trees, grass and other natural ground covers, terraces, berms, plant materials, and aesthetic structures.

1.07 Lot: The term "Lot" shall mean and refer to any numbered or lettered separate plot of land or parcel shown upon the Plat.

1.08 Owner: The term "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot that is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.09 Plat: The term "Plat" shall mean the Plat of River Hills Subdivision No. 141A, recorded in the Office of the Judge of Probate of Elmore County, Alabama in Plat Book 15, at Page 88-89 and all corrections and amendments thereto.

ARTICLE II – Architectural Control

2.01 Architectural Review Committee: The Developer hereby established an Architectural Review Committee (heretofore defined as the "Committee" and/or "ARC"), of three (3) members which shall review and approve the development, Landscaping, site plans (including signs, driveways, walks, mailboxes, fences, parking and the like), Improvements and uses for the Property.

2.02 Approved Contractors. All improvements constructed on any lot located within River Hills Subdivision 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 this plat. 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 undesirable business in River Hills Subdivision. By approving or disapproving any contractor the ARC shall be deemed to pass upon the character or reputation of any contractor or to warrant to guarantee the performance or work of any such contractor in any manner whatsoever.

2.03 Architectural Review Committee Approval: Including but not limited to the following shall not be placed on any Lot, until the Committee has given written approval for construction to proceed:

- a. Landscaping
- b. Buildings and/or Outbuildings
- c. Fences
- d. Signs
- e. Mailboxes
- f. Decks
- g. Seawalls

Furthermore, any and all improvements, shall not be placed on any Lot, until the Committee has given written approval for construction to proceed.

2.04 Submission of Plans and Specifications: Two copies of the plans and specifications showing the plot layout, all exterior elevations with materials and colors, all

landscaping and fences shall be submitted to the Committee by the proposed contractor prior to the commencement of any construction, or landscaping or repair, painting, alteration, addition or remodeling of the exterior of any Improvement (including any changes or alterations in siding or screening now or hereinafter located on any Lot), for the review and approval of the Committee. Within 14 days after receipt of said plans and specifications, the Committee shall, in writing, approve, disapprove or suggest amendments to such plans and specifications. The Committee may use its absolute discretion in approving, disapproving or suggesting amendments to such plans and specifications.

The following itemized Building Materials and Specifications are guidelines set forth by the ARC for the use by the owner and developer in creating, designing and constructing, residential homes:

- i. Windows and Doors: ARC requires that Wood or Wood Clad windows and doors as manufactured by Weathershield, Pella, or Anderson are required for buildings and/or outbuildings. Other manufacturers may be approved by ARC upon submission of building plans and specification.
- ii. Roof: ARC requires that 30 year architectural as manufactured by Elk or Owens Corning are required for buildings and/or outbuildings. No light colored roofs will be acceptable, no flat or built up roofs will be accepted. Only slopes of 6-12 or greater on the primary roof system will be allowed.
- ii. Exterior finish: Building shall be traditional in nature. These building types shall exude a southern charm and elegance and shall have an exterior construction of veneer or brick, wood, masonite, stucco, EIFS (drivit), hardy plank, or natural and man-made stone. Exterior colors shall be consistent with the theme and carried throughout all portions of construction, harmoniously on all sides. However, only vinyl eaves and soffits are acceptable. All exterior wood and vinyl must be maintained regularly.

- iii. **Garages Carports, and Out Buildings:** No separation garages or outbuildings or auxiliary structures of any kind or nature, except garden or ornamental landscape structures shall be erected or allowed to occupy any portion of any lot, except that portion of the lot in the rear of the residence and no such building shall be constructed, used, or occupied prior to the construction of the main structure except such as may be used in storing tools and materials for the construction of the main house. Any such structure must be approved in writing by ARC. Garage doors, if a part of the original approved construction, must be kept operable and must be closed when not in use. Ample off street parking must be provided for at least three (3) automobiles ideally on the back one-half side or to the rear of each residence.
- iv. **Chimneys:** All exposed chimneys must be constructed of brick, stone, wood, stucco, or EIFS (dryvit) in a manner suitable to the proposed building style. Spark arrester must be enclosed by a material approved in advance by the ARC.

2.05 Failure to Approve or Disapprove: Failure of the Committee to approve or disapprove the plans and specifications within thirty (30) days after receipt of the same by the Committee shall be deemed not approved by the Committee.

2.06 The Committee's Approval: The Committee's approval shall be indicated by the stamp of approval of the Committee members on one copy of the proposed plans and specifications, which one copy shall be returned to the proposed builder. One copy of said plans and specifications will be retained by the Committee. All building, landscaping, fencing, repair, painting, alteration, additions and remodeling shall be completed strictly in accordance with said plans and specifications. Those items and specifications not approved by ARC will be noted and commented with recommended remedies.

2.07 Liability: Neither Developer, nor the Committee, nor any partner, officer, director, agent, designee, mortgagee or any other interested party or persons involved in the Property through or on behalf of Developer or the Committee, or agents of each, shall be liable for any damage, loss, or prejudice suffered or claimed by any Owner, mortgage

or lessee of the Property or by any other person or reason of: (a) any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, or any structural or other defects in any work done according to such plans and specifications; (b) the approval or disapproval of any plans, drawing and specifications, whether or not defective; (c) the performance of any work, whether or not pursuant to the approved plans, drawings and specifications; or (d) the development of the Property, or any portion thereof. Every person who submits plans to the ARC for approval agrees, by submission of such plans, and each Owner, mortgagee or lessee of any Lot agrees, by acquiring title thereto, or leasehold interest therein, that he will not bring any action or suit at law or equity against the Developer or any member of the ARC, their successors and assigns, to recover damages or to seek equitable or other relief.

ARTICLE III – Permitted Uses and Restriction

3.01 Land Use and Building Type: All Lots in this subdivision shall be known and described as residential lots and shall be used for residential purposes. No structures shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling for private use, not to exceed a basement and two (2) stories in height and a private garage for not more than three (3) cars. Garages and carports shall be accessed from either the side or rear of the Lot only.

3.02 Dwelling Size:

a. Interior Lots: The ground floor area of the main structure shall not be less than 2200 square feet for a one (1) story dwelling, and shall not be less than 1800 square feet of living area on the ground floor of a one and one-half (1 ½) or two (2) story dwelling;

b. Waterfront Lots: The main structure shall not be less than 2800 square feet for any dwelling on said lots;

c. Garden Home Lots: The ground floor area of the main structure shall not be less than 1500 square feet for a one (1) story dwelling, and shall not be less than 1300 square feet of living area on the ground floor of a one and one-half (1 ½) or two (2) story dwelling;

For the purpose of this paragraph, one-half (1/2) of the square footage of an attached and enclosed garage shall be considered in the minimum square footage for a dwelling provided, however, garage doors are installed and the exterior finish of the attached garage is the same as that of the main residence. A carport under a roof which is attached to a dwelling shall not be considered as a garage for this purpose. Maximum building height shall be thirty five (35) feet.

3.03 Construction: Construction must begin within eighteen (18) months of the date that the Property is conveyed by Developer, unless the ARC has granted the Owner an extension. Construction once begun must be pursued to completion with due diligence. If construction has not commenced within eighteen (18) months of purchase, The Developer has the right but not the obligation to regain possession of said lot by purchasing the same at the original sales price when sold by the Developer.

3.04 Prohibited Materials: The use of aluminum sash windows is prohibited. Chimneys of pre-fabricated fireplaces are prohibited on the front of houses. Chain link fences are prohibited.

3.05 Subdivision: No Lot shall be re-subdivided into smaller Lots nor conveyed or encumbered in any less than the full original dimension as shown on the Plat.

3.06 Easements: No easements or rights-of-way for ingress or egress from the Subdivision to any contiguous property shall be granted by any Owner.

3.07 Building Location:

Interior and Waterfront Lots: No building shall be located on any Lot nearer than 40 feet to any road rights-of-way or nearer than 15 feet to any remaining Lot lines, except as may be designated on the Plat, provided, however; in the case of an Enlarged Lot, the side Lot line restriction will not apply to any common interior Lot lines of the Lots which make up the Enlarged Lot.

Garden Home Lots: No building shall be located on any Lot nearer than 20 feet to any road rights-of-way or nearer than 10 feet to any remaining Lot lines, except as may be designated on the Plat, provided, however; in the case of an Enlarged Lot, the side Lot line restriction will not apply to any common interior Lot lines of the Lots which make up the Enlarged Lot.

3.08 Temporary Structures: No basement, tent, shack, garage, barn, trailer, outbuilding, or any temporary structure shall be occupied or used as a residence. Any main dwelling structure which does not meet the requirements of Paragraph 3.02 hereof shall be considered a temporary structure. Outbuildings incidental to residential use shall be of a design and exterior finish commensurate with that of the main structure and must be approved by the ARC. All metal storage building are prohibited.

3.09 Signs: No billboard or other advertising device shall be erected or permitted on any Lot except one (1) professional sign of not more than two (2) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

3.10 Television Satellite Equipment: Television satellite equipment (dishes) are permitted, provided that they are located behind the residence, do not exceed two feet square and have been approved by the Committee.

3.11 Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that domestic pets, such as dogs and cats, may be kept provided they are not kept, bred or maintained for any commercial purposes and do not become a nuisance to the neighborhood.

3.12 Oil and Mining Operations: No oil or gas drilling or mining operations of any kind shall be permitted upon any Lot.

3.13 Nuisances: All Lots shall be limited to residential use only and no noxious or offensive trade or activity shall be conducted upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

3.14 Open Fires: There shall be no open burning of trash, rubbish grass brush tree limbs, etc. All such burning must be done in a safe enclosed incinerator with a wire mesh cover to prevent burning particles from escaping.

3.15 Sight Distance at Intersections: No fence, wall hedge or shrub planting which obstructs sight line at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property line, from the street property lines extended. The same sight-line limitations shall apply on any Lot within 10 feet from the

intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

3.16 Garbage and Refuse Disposal: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

3.17 Landscape Plan: At a point in time no later than thirty (30) days from the date of occupancy of a newly constructed dwelling, the Owner shall landscape the Lot using nursery stock in accordance with a plan approved by the Committee.

3.18 Recreation Vehicles: Boats and recreation vehicles shall not be allowed on Lots unless they are concealed from the street behind the rear of the house.

3.19 Utility Lines: An Owner shall 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 any Lot (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave said subdivision). Nothing herein shall be construed to prohibit overhead street lighting fixtures, or ornamental yard lighting where such is serviced by underground wires or cables.

ARTICLE IV - Easements

4.01 Easements: All easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. The granting of the easement or right of access shall not prevent the use of the area by the Owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each Lot, from the front Lot line to the rear Lot line to any utility company having an installation in the easement. There is a ten (10) foot private drainage and utility easement granted along each and every property line in the Subdivision, provided, however that in the case of an Enlarged Lot no such easement shall exist with respect to the interior lot lines of the Lots comprising the Enlarged Lot. If the property line is for adjacent Lot lines, the easement is five (5) feet on each Lot.

ARTICLE V – General Provisions

5.01 Enforcement: The Developer, the Committee or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, and other matters now or hereafter imposed by the provisions of this Declaration or to recover damages for their violation. The Developer, the Committee and any Owner shall be entitled to relief of injunction or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity. Failure by the Developer, the Committee or by any Owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5.02 Construction: The provisions of this Declaration shall be liberally construed and interpreted at all times in such a way as to effectuate the purposes of the Declaration in creating and carrying out a uniform plan for the development of the Property.

5.03 Attorney's Fees: In any legal or equitable proceeding to enforce this Declaration, to restrain the violation of this Declaration or to collect damages for such failure to comply with this Declaration, the prevailing party or parties shall also be entitled to an award of reasonable attorney's fees, costs and expenses in such amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

5.04 Severability: Every one of the provisions of this Declaration is hereby declared to be independent of, and severable from, the rest of the provisions of this Declaration. Invalidation by any court of any provision or protective covenant in this Declaration shall in no way affect any of the other provisions or protective covenants which shall remain in full force and effect.

5.05 Singular Includes Plural: Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

5.06 Amendment: The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded in the Office of the Judge of Probate of Elmore County, Alabama. At the expiration of such twenty-five (25) year period, these covenants shall be extended automatically for successive periods of ten (10) years, unless subsequent to the

expiration of such twenty-five (25) year period an instrument directing the termination or amendment of this Declaration is signed by Owners of not less than fifty percent (50%) of the Lots.

5.07 Violation of Law: Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any of the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures herein set forth.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed this the 5th day of July, 2005.

DEVELOPER:

CLAIREWOOD, L.L.C.

By: William G. McKenzie
William G. McKenzie
Its: Manager

STATE OF ALABAMA)

Montgomery COUNTY)

I, the undersigned, a Notary Public in and for said State at Large, hereby certify that William G. McKenzie whose name as Manager of Clairewood, L.L.C., a limited liability company, 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 Manager, and with full authority, executed the same voluntarily for and as the act of said limited liability company as of the date of this acknowledgment.

Given under my hand and official seal this the 5th day of July, 2005.

(SEAL)

Donna Grant
Notary Public
My Commission Expires: 9/9/07

RLPY 2007 39301
Recorded In Above Book and Page
05/31/2007 08:12:01 AM
JIMMY STUBBS
PROBATE JUDGE
Elmore County, AL

STATE OF ALABAMA)
COUNTY OF ELMORE)

Recording Fee 42.00
TOTAL 42.00

**DECLARATION OF 1st AMENDMENT TO PROTECTIVE COVENANTS,
CONDITIONS, AND RESTRICTIONS
OF
RIVERHILLS SUBDIVISION**

WHEREAS, in accordance with paragraph #5.06 AMENDMENT, Clairewood, L.L.C., ("Developer") being owner of at least fifty percent (50%) of the Lots of the original RIVERHILLS SUBDIVISION, a map or plat of which is recorded in the Elmore County Probate Office in Plat Book 15 at page 88, and which reference is herein made to the Protective Covenants, Conditions, and Restrictions as recorded in said Probate Office in Rlpy 2005 Page 48462; and

WHEREAS, the Owner desires an amendment to these covenants and having full authority to do so, for the benefit and enjoyment of others;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, the Developer does hereby amend the Protective Covenants, Conditions, and Restrictions of RiverHills Subdivision to include in said Declaration the following articles and statements:

ARTICLE I – Definitions

1.10. Association. The term "Association" shall mean and refer to RiverHills Owners Association, Inc. an Alabama non-profit corporation, its successors and assigns.

1.11. Common Area. The term "Common Area" shall mean all real property (including the improvements thereon), which is deeded or may in the future be deeded, by Clairewood, L.L.C., to the Association for common use and enjoyment of the Lot Owners, however, all such common areas shall be situated within and be a part of the property of RiverHills Subdivision.

Ret: *Bonita Caldwell*
1

1.12. Annual Assessment. The term "Annual Assessment" shall mean that amount due annually from each member, with the exception of the Developer, to the Association for the maintenance and upkeep of the Common Areas of RiverHills Subdivision.

1.13. Special Assessment. The term "Special Assessment" shall mean that amount assessed by the Board of Directors for either emergency assessments pursuant to Article III, Section 3.27 of the Bylaws, or for any other purpose other than those enumerated in Article III, Section 3.28 of the Bylaws.

ARTICLE VI – RiverHills Owners Association

Whereas, Developer has caused RiverHills Owners Association to be formed as a master association for the purpose of providing a non-profit association to provide for the maintenance, preservations, architectural control, and other benefits to the property, lots, and common areas within the residential area of the planned development known as RiverHills Subdivision. The Association is also formed to serve as a representative of Developer and Lot Owners of RiverHills Subdivision and is hereafter made subject to this Declaration and its amendments, and to any subsequent dedications of land by Developer of RiverHills Subdivision in the future; and further to enforce these covenants, as well as the covenants contained in subsequent Declarations.

ARTICLE VII – Property Rights

7.01. Owner's Easement and Enjoyment. Lot Owners shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- a. The right of the Association to charge a reasonable admission and other fees for the use of any facility situated upon the Common Area;

b. The right of the Association to suspend the voting rights and right to use the recreational facilities by a Lot Owner for any period during which any assessment against his/her Lot remains unpaid;

c. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the members of the Association has been recorded.

d. All other covenants, restrictions, and affirmative obligations contained herein including THE RIGHT OF THE ASSOCIATION TO SET MAINTENANCE ASSESSMENTS, CAPITAL IMPROVEMENT ASSESSMENTS, OR TO FORECLOSE A LIEN FOR NON-PAYMENT OF ASSESSMENTS ALL AS PROVIDED HEREAFTER.

7.02. Delegation of Use. Lot Owners may delegate, in accordance with the Bylaws of the Association, their right of enjoyment to the Common Areas and facilities to members of their immediate family.

ARTICLE VIII – Membership and Voting Rights

8.01. Membership. The individual Lot Owners (excluding builders) within the residential areas of RiverHills Subdivision will be the members of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

8.02. Qualifications. The members of the Association shall consist of all the record Owners of Lots in RiverHills Subdivision and each Lot Owner shall be entitled to one (1) vote for each Lot owned, as shall be established by recording in the Office of the Judge of Probate of Elmore County, Alabama of a Deed or other instrument establishing a record title to a Lot in RiverHills Subdivision and the delivery to the Association of a certified copy of such instrument, the Lot Owner designated by such instrument thereby becoming a member of the Association. The membership of the prior Owner shall be thereby

terminated provided such prior Owner is not a record Owner of other Lots of RiverHills Subdivision. Should additional property be dedicated pursuant to Article VII, Paragraph 7.01 and 7.02 herein, the Owners of such Properties shall also become members of the Association subject to all the terms and conditions contained herein.

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

ARTICLE IX – Common Areas

9.01. Dedication of Lands for Common Areas. Developer may by Deed recorded in the Office of the Judge of Probate of Elmore County, Alabama, deed certain lands as common areas for the use and enjoyment of the Lot Owners and subject to the Covenants, Conditions, and Restrictions contained herein.

9.02. General Description of Lands to be Conveyed by Developer to the Association for Common Areas. The general description of common areas to be conveyed to the Association by Developer is as described as follows:

- a. Portion of Lot Number 19 for the sign designating the name of the subdivision.
- b. All decorative street lights designated in that certain Plat of RiverHills Subdivision, Plat Number 1 and Plat Number 1A of record filed in the Office of the Judge of Probate of Elmore County, Alabama at Plat Book 15 Page 89 and Plat Book 15 Page 88.
- c. Any other area deeded by the Developer for the use and enjoyment of the Lot Owners.

9.03. Maintenance of Common Areas. The maintenance and improvements of the Common Areas shall be the responsibility and the expense of the Association. There shall be no material alteration or improvements of the Common Areas without prior written approval of the Developer of RiverHills Subdivision, and members of the Association entitled to cast a majority of the votes in the Association.

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

ARTICLE X – Covenants for Maintenance Assessment

10.01. Creation of the Lien and Personal Obligation of Assessments. The Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed with the exception of the Developer, is deemed to covenant and agree to pay the Association: (1) annual assessment or charges, (2) other special assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall constitute a continuing lien upon the property against which each such assessment is made, which lien shall have the same validity and effect as a mortgage lien. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person, or other entity, owning such property at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to his/her successors in title unless expressly assumed by them.

10.02. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents in the Subdivision and for improvement and maintenance of the Common Areas.

10.03. Equal Assessment of Common Area Maintenance and Improvement. It is the intent of this Declaration that the Owner of each Lot in RiverHills Subdivision shall pay equal annual assessments (unless waived by Developer). It is further the intent of this Declaration that each Lot Owner shall pay an equal share of the Common Area assessments regardless of whether the Lot is improved or unimproved, except Developer shall not be required to pay annual maintenance assessments or capital improvement assessments on any Lot titled to Developer. Should any Owner own more than one Lot, such Owner

shall pay an assessment for each lot owned. Both annual and special assessments shall be a uniform rate for all lots and may be collected monthly, quarterly, or annually in the discretion of the Board of Directors.

10.04. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of the majority of the members of the Association at a meeting called for this purpose, or at the annual meeting in the discretion of the Board of Directors.

10.05. Other Assessments. The Board of Directors may, from time to time, create other special assessments for common expenses in such amounts as specifically authorized by the Board of Directors with proper notice to the members of the Association that said assessment is due.

10.06. Commencement of Annual Assessment. Subject to the Developer's exception contained in Article I, Paragraph 1.12, the annual assessments provided herein shall be due and payable upon purchase of Lot whether said lot is improved or unimproved. The first annual assessment collected upon purchase shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall set the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

10.07. Maximum Annual Assessment. Until the 1st day of January, of the year immediately following the conveyance of the first Lot in RiverHills Subdivision, Plat No. 1 and/or Plat Number 1A, the maximum annual assessment per lot shall be Two Hundred Dollars (\$200.00) for the first year (collected upon purchase) and as set and determined thereafter by the Board of Directors.

a. From and after the 1st day of January of the year immediately following the conveyance of the first Lot of Plat No. 1 to an Owner, the maximum annual assessment may be increased each year by the Board of Directors not more than twenty-five percent (25%) above the maximum assessment for the previous year without a vote of the membership.

b. From and after the 1st day of January of the year immediately following the conveyance of the first Lot of Plat No. 1 to an Owner, the maximum annual assessment may be increased above twenty-five percent (25%) by a vote of the Owners of the Lots entitled to cast a majority of the vote of the Association by vote in person or by proxy, at a meeting duly called for this purpose.

c. The Board of Directors of the Association may fix a monthly assessment at an amount not in excess of the annual maximum.

10.08. Remedies of the Association. Any assessment or charge provided for in these Declarations not paid within sixty (60) days after due date shall bear interest from the due date at the rate of ten percent (10%) per annum. In the event an Owner of a Lot fails to pay any sums, charges, or assessments required to be paid to the Association within sixty (60) days from the due date, the Association may foreclose the lien encumbering the Lot created by nonpayment of the required monies in the same fashion as mortgage liens are foreclosed; provided that sixty (60) days prior notice of the intention to foreclose shall be mailed, postage prepaid, to the Lot Owner and to all persons having a mortgage lien or other interest of record in such Lot as shown in the Association's record of ownership. The Association shall be entitled to the appointment of a Receiver, if it so requests. The Association shall have the right to bid on the Lot at a foreclosure sale and to acquire, hold, mortgage, and convey

the same. In any such foreclosure action, the lien of the Association shall be subordinate and inferior to tax liens of the State, County, any Municipality and any special District, and any first mortgage liens of record encumbering such Lot at the time of the commencement of the foreclosure action by the Association. In lieu of foreclosing its liens, the Association may bring suit to recover a money judgment for any sums, charges of assessments required to be paid to the Association without waiving its lien which secures the same. In any action either to foreclose its lien or to recover a money judgment, brought by or on behalf of the Association against RiverHills Subdivision Lot Owner, the losing party shall pay the cost thereof together with a reasonable attorney's fee. No Owner may waive or otherwise escape liability for the assessments provided for in this paragraph or any other paragraph by non-use of the Common Area or abandonment of his/her Lot or otherwise.

10.09. Association Becomes Owner. If the Association becomes the Owner of a Lot by reason of foreclosure, it shall offer said Lot for sale and at such time as a sale is consummated it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure sale suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the Lot, which shall include but not be limited to advertising expenses, real estate brokerage fees, abstract or title insurance costs, and expenses necessary for the repairing and refurbishing of the Lot in question. All funds remaining after deducting the foregoing items of expense shall be returned to the former Owner of the Lot in question.

10.10. Exempt Property. All properties dedicated to, and accepted by local authorities and all properties owned by a charitable or non-profit organization are exempt from taxations by the laws of the State of Alabama and shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling shall be exempt from said assessments.

10.11. Bylaws of RiverHills Owners Association. The Bylaws of RiverHills Owners Association, once executed and recorded in the Office of the Judge of Probate of Elmore County, Alabama shall set specific provisions as to

Voting Rights, Designation of Voting Representatives, Board of Directors and Member Meetings, and the number of Directors on the Board of Directors, powers and duties of the Board of Directors, the Officers, and physical managements including budgets and such other matters as may be contained in such Bylaws; except that SHOULD THERE BE ANY CONFLICT WITH THE PROVISIONS OF THESE DECLARATIONS AND BYLAWS AS FROM TIME TO TIME AMENDED, THE PROVISIONS OF THIS DECLARATION SHALL PREVAIL.

10.12. Permissive Maintenance and Contributions by the Association.

a. Permissive Maintenance. The Board of Directors of the Association, in addition to maintenance of Common Areas of the Association, may but will not be required to pay the cost of beautification and maintenance of Lands including any County Right of Ways contained within or adjacent to RiverHills Subdivision or to maintain and beautify any other Land contained within or contiguous to RiverHills Subdivision without consent of the Owner of record of such Lands.

b. Cooperation with other Associations. The Board of Directors of the Association may cooperate with the Board of Directors or governing bodies of Associations of contiguous or adjacent developments and take such actions as the Board of Directors deem proper and reasonable to beautify, make more secure, and develop the Lands adjacent thereto.

c. Contributions. The Board of Directors shall be authorized, but not required to make contributions to volunteer fire departments and rescue departments, garbage collection services, or any public or private organization rendering services of benefit to Lot Owners.

10.13. Easements and Dedication of Streets.

a. Easements in Favor of Utility Companies. The Association may grant easements across the Common Areas to public or private utility companies provided the Association receives consent for same by the Developer.

b. Dedication of Common Areas for Public Use. Additionally, the Association may dedicate portions of the Common Areas to the City of Tallassee or Elmore County or any subdivision thereof for public use and maintenance, provided, the Association receives consent for same by the Developer.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, the Developer does hereby amend the Protective Covenants, Conditions and Restrictions of RiverHills Subdivision to alter, amend and include in said Declaration the following articles and statements:

ARTICLE III – Permitted Uses and Restriction

3.02. Dwelling Size.

b. Waterfront Lots: The main structure shall not be less than 2500 square feet of living space for any dwelling on said lots;

3.03. Construction. Construction must begin within twelve (12) months of the date that the Property is conveyed by Developer, unless the ARC has granted the Owner an extension. Construction once began must be pursued to completion with due diligence. If construction has not commenced within twelve (12) months of purchase, The Developer has the right but not the obligation to regain possession of said lot by purchasing the same at the original sale price when sold by the Developer.

ARTICLE V – General Provisions

5.01. Enforcement. The Developer, the Committee, the Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, and other matters now or hereafter imposed by the provisions of this Declaration or to recover damages for violation. The Developer, the Committee, the Association, and any Owner shall be entitled to relief of injunction or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity. Failure by the Developer, the Committee, the Association or by any Owner, to enforce any

covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5.06. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded in the Office of the Judge of Probate of Elmore County, Alabama. At the expiration of such twenty-five (25) year period, these covenants shall be extended automatically for successive periods of ten (10) years, unless subsequent to the expiration of such twenty-five (25) year period an instrument directing the termination or amendment of this Declaration is signed by the Developer and/or Owners of not less than fifty percent (50%) of the Lots. After said twenty-five (25) year period, this Declaration may be amended by the Association after eighty-five percent (85%) of the Lots are conveyed or five (5) lots remain titled to the Developer of RiverHills Subdivision. "Owners" shall include the Developer with respect to any and all Lots owned by Developer. No further consents shall be required from any other person to effectuate a valid amendment to this declaration. Any amendment must be recorded.

Except as herein amended, I, the undersigned developer, do hereby ratify and confirm the said Declaration of 1st Amendment to Protective Covenants, Conditions and Restrictions in its entirety.

IN WITNESS, WHEREOF, I, BILLY G. McKENZIE, as Owner of fifty percent (50%) of the remaining lots in RiverHills Subdivision and in accordance with Item #5.06 Amendments, have hereunto set my hand and seal this 28th day of February, 2007.

CLAIREWOOD, L.L.C.:

Billy G. McKenzie
BILLY G. McKENZIE,
ITS OWNER and MEMBER

STATE OF ALABAMA }
COUNTY OF MONTGOMERY }

I, the undersigned, a Notary Public in and for said State at Large, do hereby certify that, **BILLY G. McKENZIE**, whose name as OWNER and MEMBER of Clairewood, L.L.C. is signed the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he in his capacity as such officer executed the same voluntarily, on the day the same bears date.

Given under my hand and seal, this 28th day of February, 2007.

Donna Grant
NOTARY PUBLIC

My Commission Expires: 9/9/07

This Instrument prepared by:
Bonita J. Caldwell
Attorney at Law
576 Gilmer Avenue
P.O. Box 780609
Tallassee, AL 36078