STATE OF ALABAMA)

JEFFERSON COUNTY)
PAGE_____

RECORDED IN REAL VOLUME

MAP BOOK 211 PAGE 0078

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS ACCORDING TO THE MAP OF SOMERSBY SUBDIVISION SUBDIVISION, SECTOR III.

Known as Summit Pointe
As Developed by Cahaba Park Development, Inc.

Know all men by these present, that: Cahaba Park Development, Inc. own in fee simple the following described real estate situated in Jefferson County, Alabama to wit:

Somersby Subdivision, Jefferson County, Alabama as recorded in the Office of the Judge of Probate of Jefferson County, Alabama.

WHEREAS, it will be mutual benefit of the present owner of said property, to all prospective Owners and to the general public to subject said property to the following covenants, terms, conditions restrictions and limitations hereinafter set forth.

The undersigned does hereby adopt the following Restrictive Covenants which shall be applicable to all lots in the Somersby Subdivision, Sector III, as recorded in the Probate Office of Jefferson county, Alabama.

I. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

A. All lots in the tract shall be known and described as residential lots and shall be used for single family residential purposes exclusively.

B. No home shall be located on any lot nearer to the front line or nearer to the side lot lines than the minimum setback shown on the recorded plat or required by applicable zoning laws.

C. No home shall be erected containing less than sixteen hundred (1600) square feet of living (heated) area for one-story buildings, exclusive of porches, garages and basement. Any 1 ½ story dwelling must contain at least one thousand two hundred (1,200) square feet of living area on the first floor, with no less than a total of one thousand six hundred (1,600) square feet of living (heated) area in the entire dwelling.

D. Vinyl windows may be used on all dwellings.

E. There shall be no silver finish metal doors (including sliding glass doors) or silver finish metal windows of any kind on front of dwelling (example metal screen doors).

F. Front and side yards shall be professionally landscaped with solid sod.

G. No concrete or concrete block foundation will be allowed to remain uncovered.

H. Mailboxes are to be of uniform construction. No brick mailboxes shall be allowed.

I. No garage doors shall be permitted to face the street, unless necessary on some lots and must be approved by Architectural Control committee.

J. No vertical siding shall be used on the construction of any dwelling.

K. No fencing or walls shall extend nearer to the street than the rear line of the home nor exceed six feet six inches (6'6") in height. All fencing should be treated wood and shall be erected with non corrosion nails or fasteners. No chain link fencing allowed. All fencing to be approved by the Architectural Control Committee prior to construction.

L. Outside air-conditioning units may not be located in the front yard of any home. Should lot require side lot placement, builder shall landscape to obscure view immediately upon completion of the dwelling.

M. The roof pitch on any residence shall not be less than 7 & 12, unless first approved in writing by the control committee. The roof pitch on screened porches and sunrooms may be a 3 & 12 hip.

N. Utility service shall be underground. No utility poles or above ground wires shall be permitted, except in the construction phase, except for street lights as approved by the Architectural Control Committee.

O. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceedings except with the written consent of the developer.

P. The exterior of each dwelling will be constructed of no less than seventy percent (70%) brick or stucco without the authorization of the Architectural Control Committee. There shall be four sides of brick , stucco or stone.

Q. During the course of construction of any house, all building debris, stumps, trees, etc. must be removed from each lot by the Builder as often as necessary to keep the house and lot attractive. Such debris shall not be dumped in any area of the subdivision unless approved by the Architectural Control Committee.

R. Existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent lot or lots. Silt fencing or equivalent may be required by the Architectural Control Committee during or after construction. This is applicable to both builder or resident.

II. GENERAL REQUIREMENTS

A. It shall be the responsibility of each lot owner to prevent the development of an unclean, unsightly or unkept condition of buildings or grounds which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

B. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly object shall be allowed to be placed or suffered to remain upon any part of the property, including vacant parcels. The undersigned reserves the right (after 10 days notice to the owner) to enter any residential lot removing, cleaning or cutting underbrush, weeds or other unsightly growth or trash which in the opinion of the undersigned detracts from the overall beauty and safety of the subdivision and may charge the owner a reasonable cost for such a service, plus attorneys fees, if required, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity.

C. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats, or other household pets, provided they are not kept, bred or maintained for any commercial purpose.

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

E. No oil drilling, oil development operation, oil refining, quarrying or mining 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 any lot No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted.

F. No boats, motor home or travel trailers will be kept or stored on any lot.

G. No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot. Trash, garbage, or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material approved in writing by committee as not to be visible from the road or within sight distance of the lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage, or household refuse shall be permitted.

H. No structure of a temporary character, trailer, basement, tent, or shack shall be used at any time as a residence either temporary or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling is completed and a certificate of occupancy issued by the appropriate governmental authorities where applicable.

I. No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than (2) square feet, one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction period. All signs shall comply with design specifications of the Architectural Control Committee. No signs shall be nailed to trees. This provision shall not apply to the developers or their assigns during the sales period or as contracted by the city rules and regulations.

J. No shrubs or trees shall be planted so as to hinder or impede the line of sights from the line of sights from the street to any adjoining property.

K. No automobile will be stored on any lot or kept on blocks unless in the garage of a structure. No automobile may be parked in the street except during visitation and should not exceed 8 hours in duration.

L. Eighteen inch (18") TV antenna dish may be allowed if place not to be visible from front street. No other type antenna may be used.

M. Exterior colors (including brick and roof) which have been approved by the Architectural Control Committee can not be changed for three years after said approval without prior written consent of the Architectural Control Committee.

N. Swimming Pools: Plans and locations of pools must be approved by the A.C.C. and meet government agency requirements. Fence may be required by the A.C.C.

IV. ARCHITECTURAL CONTROL COMMITTEE

A. Architectural Control Committee has the exclusive right to approve any builder in the subdivision. All plans and specifications including plot plans of residence on any lot in the Somersby Sector III Subdivision, shall be first filed with and approved by the Architectural Control Committee before any construction is commenced. Architectural Control Committee shall have the authority to require modifications and changes in plans and specifications if it deems the same necessary in its sole judgment to seek conformity of the proposed dwelling with restrictions hereof.

B. The authority to review and approve any plans and specifications as provided herein is right and not an obligation. Contractors and owners shall have the sole obligation to oversee and to construct dwellings in accordance with the restrictions hereof and the plans and specifications approved by the Architectural Control Committee and any government agencies.

C. Any remodeling, reconstruction, alterations or additions to an existing lot shall require the written approval of the committee, and shall comply with all restrictions and covenants. Lot owners will furnish to the Architectural Control Committee plans and specs for review.

D. Neither the committee nor any architect nor agent thereof nor the developer shall be responsible to check for any defects in any plans or 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.

E. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall, of any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

F. 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 regulation of any governmental authority, or by specific restrictions imposed by any deed or lease. 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.

G. Residential Review Committee: It is anticipated that a residential review committee shall be established as a successor to the Architectural Control Committee to properly carry out and monitor the purpose and design of these covenants. Said committee shall be composed of a group selected by a majority of owners in the subdivision to which these covenants apply, upon notification in writing to said owners by the existing Architectural Control Committee.

H. It is understood and agreed that the foregoing covenants and restrictions shall attach to and run with the land for a period of twenty-five (25) years from recording date, at which these covenants and restrictions shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots, it is agreed to change same in whole or part, and that it shall be lawful for the developer and lot owners to institute and prosecute any proceedings at law or in equity against that person, persons, corporations violating or threatening to violate said covenants and restrictions; and failure to institute proceedings for any one or more violations shall not constitute approval of same or be construed as a waiver of any right of actions contained herein, for past or future violations of said covenants and restrictions.

I. HOMEOWNERS ASSOCIATION SHALL BE ESTABLISHED

A. Each SummitPointe homeowner must become a member of the Cross Keys Homeowners Association and pay all applicable dues and assessments outlined in these restrictions and covenants and all future dues and assessments as adjusted annually by the Cross Keys Home Owners Association.

B. Maximum Annual Assessment: The monthly assessment for Somersby Sector III shall be twelve ($15.00) per lot, the maximum annual assessment may be increased each year but not more than ten percent (10%) of the previous year's assessment without a majority vote of the Cross Keys Homeowners Association. The Board of Directors of the Cross Keys Homeowners Association may fix the annual assessment at an amount not to exceed the maximum assessment. Provided, however, should an extraordinary assessment be necessary and such assessment be greater than that provided herein, such assessment must be approved by a sixty percent (60%) vote of the membership of the Association except the Architectural Control Committee shall re-evaluate the annual assessment each year. The Developer shall not be required to render an accounting of income and expenses incurred.

C .Commencement of the Assessment: The Cross Keys Homeowners Association will assume maintenance and responsibility of the entrance way and all common areas of Bentley Grove at the discretion of the Architectural Control Committee.

D. Purpose of Assessment: The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the development and for the improvement and maintenance of the entrance way, landscaping and all access easements within the development.

E. In addition to annual assessments authorized above, the Association may levy in any assessment year a special assessment, applicable to that year only for the purpose of defraying in whole or in part of the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the entrance way area or any private access easement, provided that any such assessment must have the assent and approval of not less than sixty (60%) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

F. The Association shall have one (1) class of voting membership. The members shall be owners and shall be entitled to (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all persons shall be members. The vote for such lot shall be exercised as they determine, but in not event shall more than one vote be cast with respect to any lot.

G. The entrance way and all areas on the recorded plat, which are depicted as common areas or beautification easements, shall be for the purpose of maintenance and upkeep considered common area, and shall be maintained by the Cross Keys Homeowners Association as hereinafter provided. After notification in writing by Developer, the Alabama Power lighting (lamp post monthly cost) will be paid by the Homeowner's Association when transfer notice is given in writing by developer.

ENFORCEMENT

In the event of a violation or breach of any of these Restrictions, or any amendment thereto by any property owner or family of such owner, or agent of such owner, the owner(s) of Lot(s) Cahaba Park Development,Inc. their successors and assigns or any other party to whose benefit these Restrictive Covenants insure 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, reasonable attorney fees or other dues, or take all such courses of action at the same time such legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to evoke any available remedy set forth herein shall be held to be a waiver of that party or an estoppel or that party or of continuation of said violation or the occurrence of a different violation. Cahaba Park Development, Inc. shall not be responsible in any way for any delay or failure to enforce or seek to enforce any violation or breach of any of these restrictions or amendments thereto.

State of Alabama - Jefferson County
I certify this instrument filed on:
2003 NOV 20 P.M. 13:11
Recorded and $ Mtg. Tax
and $ Deed Tax and Fee Amt.
$ 19.50 Total $ 19.50
MICHAEL F. BOLIN, Judge of Probate
200317/6308

PROCEDURE FOR

SOMERSBY SUBDIVISION, SECTOR III

KNOWN AS SUMMIT POINTE

ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee shall be established for the Somersby Subdivision, Sector III consisting of James L. Stills.

When a builder develops a house plan either for pre-sale or speculation he shall deliver two copies to the Committee, one approved copy to be returned to builder. Any plans approved must conform to all restrictive covenants unless exceptions are in writing and signed by review Committee.

House plans shall be submitted for review and approval:

Detailed architectural drawings such as are generally acceptable to lending institutions for purposes of making loans.

Approved plans for a particular lot are good for that lot only for six months from the date of approval, without extension approval from the Architectural Control Committee.

In the event the Architectural Control Committee fails to approve or disapprove any plans as herein provided within thirty days after submission thereof, the same shall be deemed to have been approved.

11-20-03
Date

Signed James L. Stills
James L. Stills, Cahaba Park Development, Inc.

State of Alabama)

County of Jefferson)

The undersigned authority, personally appeared before me whose name is James L. Stills of the Somersby Subdivision Third Sector, known as Summit Pointe is signed to the foregoing declaration and who is known to me, executed the same as such officer, and with full authority, for and on behalf of the said Summit Pointe Subdivision, Third Sector, on this the 20 day of November, 2003.

6-1-03
My commission expires:

Joan J. Ellison
Notary Public