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STATE OF ALABAMA

COUNTY OF MOBILE

2016068505 1/18
Bk: LR7455 Pg:1022
Document Type: REST

Mobile County, Alabama
I hereto certify this instrument
filed on : 12/08/2016 10:49:23 AM
Don Davis, Probate Judge

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| Deed Tax: | $.00 | |
| Mortgage Tax: | $.00 | |
| Mineral Tax: | $.00 | |
| No Tax : | $.00 | 2016068505 |
| Judge Fee: | $.00 | Bk:LR7455 |
| S.R. Fee: | $2.00 | Pg:1022 |
| Surcharge Fee: | $.00 | |
| Recording Fee: | $46.00 | |
| TOTAL: | $48.00 | |

**DECLARATION AND ESTABLISHMENT OF CONDITIONS, RESERVATIONS, RESTRICTIONS, AND EASEMENTS FOR**

THE RE-SUBDIVISION OF THE ADDITION TO SHADOW CREEK

KNOW ALL MEN BY THESE PRESENTS, that RAAMS, LLC, an Alabama limited liability company, hereinafter referred to as the "Developer", and being the owner of all that certain real property known as Shadow Creek, and referred to as Shadow Creek, located in the City and County of Mobile, State of Alabama, and more particularly shown by plat of subdivision known as Re-subdivision of the addition to Shadow Creek which plat is recorded in Map Book 135, Page 17, of the records in the Office of the Judge of Probate of Mobile County, Alabama, having established a general plan for the improvement of such real property for the purpose of developing an exclusive, first-class residential subdivision.

ARCHITECTURAL THEME: Appropriate exterior detailing, showing proper proportions shall be required, giving each home a look of authenticity. The general scheme or plan is to protect the owners of each lot against improper use of surrounding lots as will depreciate the value of the property, to preserve, as far as practicable, the natural beauty of each lot, to insure the creation of attractive, well designed, properly proportioned an appropriate home of suitable materials with appropriate locations on said lots, to insure proper building set-backs from street and lot lines, to provide adequate free space between structures, and in general to assure the best and most appropriate development and improvement of the subdivision and each lot thereon.

Developer does hereby establish the covenants, conditions, reservations, restrictions, and easements upon which, and subject to, all lots and portions of such lots shall be improved, sold and conveyed. Each and every one of these covenants, conditions, reservations and easements is and all are for the benefit of each owner of land in such subdivision or any interest therein (unless otherwise limited as hereinafter provided), and shall ensure to and pass with each and every parcel of land of such subdivision, and shall bind the respective successors in interest thereof.

These covenants, conditions, reservations, restrictions, and easements are and each thereof is (except as otherwise limited hereinafter) imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof, to-wit:

1. Design Review Committee, hereinafter sometimes referred to as the "Committee".

The said Design Review Committee, composed of three (3) members shall be initially designated by Developer.

The owners of the majority of the lots within the subdivision shall, by written instrument maintained in the records of the Committee, have the power to remove or replace any member, or name a new member in the place of any member who has resigned or died. In the event of the death or resignation of a member in the Committee, the remaining member or members shall have the right to appoint a successor, but always subject to the power of removal by the owners of the majority of the lots within the subdivision. The decision of a majority of the members of the Committee shall be the decision of the Committee. In the event of death, resignation, or removal of one or more members of the Committee, the remaining member shall have full authority to act as the Committee.

2. Design Review Committee Powers and Authorities. The Committee is hereby vested with the power of enforcing the restrictive covenants as herein set forth according to the provision of these restrictive covenants. However, mothering herein contained shall impose a duty upon the Committee to enforce these Restrictive Covenants.

Entry and Inspection. During reasonable hours and during construction of any improvements on any lot and in appropriate circumstances, any member of Committee, or any authorized representative, shall have the right to enter upon and inspect with reasonable notice to the lot owner, the lot and the exterior of the improvements thereon for the purpose of ascertaining whether or not the provision of this Declaration have been or are being complied with, and such entry shall not be deemed trespass.

3. Design Review Committee Members. At the time of the filing of this instrument creating covenants, conditions, reservations, restrictions, and easements upon the individual lots, the Committee, as set forth in paragraph 1 of this instrument, shall be composed of the following named individuals whom shall serve until their successors are elected pursuant to paragraph 1 of this instrument:

Raymond Kopec, Asem Hasan, John Williams

Upon submitting a plan for approval to the Design Review Committee, the applicant shall pay a fee as set from time to time by the Design Review Committee.

4. Permitted Uses and Structures. All lots in the subdivision and each and every one thereof are hereby declared to be residential lots, and no lots shall be used except for private residential purposes and no duplex, apartment house or condominium may be erected thereon. No part of any dwelling shall be used for the lodging of paying guests or tenants; however, the dwelling may be leased as a single unit. All buildings and structures erected on any lot shall be of new construction and no building or structure shall be moved from any other location onto any lot, except for greenhouses and storage sheds which have been approved by the Design Review Committee.

No building or structure shall be erected, altered, placed or permitted to remain on any lot other than a single-family dwelling, not to exceed two and one-half (2-1/2) stories in height (except that an attic or basement floor under the ground surface shall not be considered a story for this purpose), and a garage, a servants' or guests'' quarters, and other appropriate structures incidental to residential use. All dwellings must contain a garage, which shall be subject to the provisions hereof with reference to roofs; said garage shall be for not more than four (4) automobiles without the written consent of the Design Review Committee, and shall be so located that the entrance does not open on any street, except in the case of corner lots, and then only with the written approval of the Design Review Committee. Garages shall not have an opening on the side of the home unless said garage is located a minimum of 32 feet from the front line of the house, without the consent of the Design Review Committee. Nothing herein contained to the contrary withstanding, there shall be no more than two (2) detached buildings on any lot. It is the intent of this document to permit within the parameters hereof, what is commonly referred to as "mother-in-law quarters", but to still be consistent with all of the other provisions of these Restrictive Covenants. If mother-in-law quarters is one of the detached buildings, it shall have no more than 1200 square feet under roof.

Liability. Neither the Developer, the Committee or the Association, its employees, agents or assigns, shall be liable to any lot owner(s) in Shadow Creek for (i) the manner in which it exercises or for its failure or refusal to exercise any right or authority herein granted to it, whether discretionary or not; (ii) for the failure or refusal of any lot owner to comply with any of the provisions hereof, or, (iii)

the failure or refusal of the Developer, the Committee or the Association to enforce of the provision hereof against any lot owner, his builder, agent or assigns. It is the intent of this paragraph to be preemptive limitation on the effects of these restrictive covenants.

5. The Committee shall have the authority to employ professionals or experts to review design, plans, and other details, and the lot owner shall be required to reimburse the Committee for any reasonable costs incurred with regard thereto.

6. Approval Plans and Specifications. No building, fence, wall, private road, driveway, installed swimming pool, or other structure shall be, at any time, erected, altered, remodeled, reconstructed, added to, placed or permitted to remain on any lot until:

(a) Two complete sets of final building or construction plans, specifications, and plot plans showing the location of each building, fence, wall private road, driveway (in this case also showing the course, width of same and curb cut), pool, or other structure are submitted to and approved in writing in all respects by the Committee. Said plans shall be prepared by a qualified architect, engineer, or draftsman, duly licensed to do business in the County of Mobile, State of Alabama, and such person shall be qualified to draw home plans. Plans or exhibits shall show, without limitation, (i) a schedule of exterior materials and colors, (ii) orientation, front elevation, and finished ground elevation of the structure, and (iii) the habitable area square footage as defined in Paragraph 8 hereof. Approval shall be based on compliance with all requirements stated in these covenants. Committee review shall be limited to outward appearance only and shall not include any responsibility or authority to review for structural soundness, interior design, compliance with building or zoning codes or standard, or any other similar or dissimilar factors.

All proposed building or construction plans, specifications, plot plans or related data, drawings or requests for approval shall be submitted to the Committee in care of its agent, Asem Hasan, 1715 Rockstone Lane, Mobile, Alabama 36695, unless and until the Committee shall designate a different agent of depositary.

Committee approval shall be requited for all exterior materials and colors, including doors and windows, ceiling height, elevations, placement of heating and air condition equipment, placement of power boxes, location of buildings, outbuildings, and driveways, and direction the house faces the street and surrounding homes.

The following are allowed and required:

EXTERIOR MATERALS: Brick, stucco, stone, and wood are allowed. Any other exterior material will only be permitted with the written consent of the Design Review Committee.

WINDOWS: Solid wood units, aluminum clad wood window units and vinyl clad wood window units are allowed; all other window types must be approved by the Committee.

CEILING HEIGHT: Minimum of 10 feet required on first floor; minimum of 9 feet on the second floor, with 10 feet encouraged.

FOUNDATION: Concrete or concrete block shall not be exposed as a result of a slab of pier foundation. They must be faced or covered to Grade or below Grade with Brick, Stucco or other exterior materials acceptable to the Committee.

ELEVATION: First floor elevation at the front of the house must be minimum of 18" of finished grade on a lot sloping down from the street; if lot is level or sloping up from the street the elevation must be located a minimum of 12" off finished grade, unless otherwise approved by the Committee.

DOORS: Storm doors are not allowed on the front of the house, or where visible from a street.

SIDEWALKS: Lot owners shall construct sidewalks at their own expense in accordance with Section 6 Paragraph C Number 4 of the Subdivision Regulation for the city of Mobile or such other Subdivision Regulations or Code as may be then in effect, whether by amendment or otherwise. Sidewalks shall have minimum width of 4 feet, and must be constructed within three (3) years of the date of acquisition by the owner, or upon the issuance of a certificate of occupancy by the City of Mobile, whichever should first occur.

DRIVEWAYS: Any portion of the driveway which lies in front of the house shall be constructed of concrete. A maximum of two curb cuts shall be permitted for each lot, unless otherwise approved by the Design Review Committee. The location of the curb cut must be approved by the Design Review Committee.

(b) Plans shall be submitted to the Committee prior to construction and one copy shall become the property of the Committee without cost. Said Committee shall have indicated its approval by causing one copy of the aid building or construction plans, specifications and plot plan to be

endorsed to such effect and signed by the Chairman of said Committee, which approved set shall be retained by the builder or homeowner.

The quality and attractiveness of every improvement must meet the standards of the Committee. The Committee is hereby granted broad discretion in judging the compatibility of proposed improvements. The Committee shall have the right to accept, modify, or refuse to approve any plans or specifications or landscape plans, which are not reasonably suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and landscape plans, and without any limitation of the foregoing it shall have the right to take into consideration the suitability of the proposed building or other structures, and the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned, on the outlook from the adjacent or neighboring property and owner and his or her successors or Assigns shall abide by the decision of the Committee on all plans whether submitted by Buyer, its Purchaser, Successor or Assigns or any other person or entity.

With respect to all matters which are, by the terms of this instrument, to be decided by the Committee, the decision of the Committee shall be final and binding on all parties. No changes or deviation in or from such plan, specifications, or plot plan as approved shall be made without the prior written consent of the committee.

In the even said Committee fails to approve or disapprove such plans, specifications and plot plan within 30 days after same have been submitted to it, such approval will not be required, but such lot shall be and remain in all other respects, subject to these covenants. If such plans and specifications are disapproved, written notice of such disapproval shall be given to the submitting lot owner in person or by U.S. Mail, addressed to the lot owner at the address furnished by him with the plans and specifications. Such notice will set forth the elements disapproved and the reasons therefor but need not contain any suggestions as the corrective measures to be taken.

7. Re-Subdivision Prohibited. No lot shall be divided or re-subdivided in any manner, except a maximum of two adjacent lots or partial lots may be combined, with Committee approval, and one residence may be constructed on the resulting combined lot. Each resulting combined lot shall be subject to these restrictions as fully and completely as if shown on the subdivision plat as a single lot.

8. Minimum Dwelling Area. The heated and cooled livable area of the main building or structure, exclusive of basements, open or screened porches and garages, shall contain; A) not less than

3600 square feet in the case of a one-story building or structure; or, B) not less than 3800 square feet in the case of any other structure, with a minimum of 2800 square feet on the first floor.

For the purpose of this Paragraph 8, an unfinished basement floor or other area beneath the ground surface and/or an attic shall not be included in computing the designated minimum square footage.

No part of the area which is considered as heated and cooled livable area in the main building or structure shall have a ceiling less than ten (10) feet in height, except a typical second story, which shall not exceed nine (9) feet in height, and a typical basement, in which event it shall have a ceiling height of no less than eight (8) feet. The Committee shall have the discretion to determine what is a second story and what is a basement.

9. Building Location. No building structure, or residence shall be erected, altered, remodeled, reconstructed, or added to so as to be located nearer than any right of way of any street in the subdivision, nor located nearer than is indicated on the recorded plat of the subdivision by setback lines, or located nearer than 35 feet to the front line of an individual lot, or nearer than 10 feet to any property line boundary of adjoining lots except with the approval of the Committee (or 8 feet to one side lot line if the residence is no nearer than 12 feet to the other side lot line, provided that in no event shall a distance from a side lot line be permitted that violates the city Building Code); also except that there is no minimum side yard requirement for a detached garage or other permitted accessory building located behind the main dwelling. No building, structure, or residence shall be erected, altered, remodeled, reconstructed, or added on or to Lot 1 or Lot 15 of said Shadow Creek Subdivision, so as to be located nearer than 35 feet from the stone wall erected adjacent to said lots. Should one building be constructed on two adjacent lots, such building may occupy the adjacent side lot spaces of the two lots. All main structures shall face the front lot line unless otherwise approved in writing by the Committee. All structures must be built within the distance permitted by applicable zoning laws and regulations of the City of Mobile unless a special exception is obtained from the Board of Adjustment and approved by the Committee. Design Review Committee approval is required for any structure place farther back than the set back line indicated on the recorded plat of the subdivision.

10. Roofs. Flat roofs shall not be allowed except if approved by the Committee. Roof must blend with and reflect the same quality as the main structure in the style, color and material, and shall be

subject to approval by the Committee. The minimum roof pitch shall be 7/12 (7 foot vertical rise for every 12 horizontal feet).

No plumbing or heating vent shall be placed on the front side of the roof. All vents protruding from roofs shall be painted the same color as the roof covering.

No skylight or solar panel may be put in the roof or ceiling of a home without specific written authority of the Committee, and its location, the building materials, and its aesthetic appeal shall be considered by the Committee before it authorizes placement of a skylight or solar panel. No skylight or solar panel may be visible from a street.

11. Landscaping. The Committee shall have the right to require and approve appropriate landscaping for all areas between the front of any residence and the street. Front yards are to be cleared of all underbrush and small trees to give a clear view of home and adjacent homes. Small patches of trees can be left and all large trees are to be left unless approved otherwise by the Committee. Each lot must be in character with the surrounding neighborhood. Side lot boundaries in front of structure shall not be defined by plantings or fences.

NO TREES MAY BE CUT or removed or lots cleared until plans and specifications are approved in writing by the Committee and a general landscaping plan has been submitted and approved by said Committee.

12. Fences. Fences or hedges shall not be placed nearer to the street than the rear most extension of the dwelling, with the exception of fencing or hedges around heating and air condition equipment, which said equipment must be properly screened as described in section 15 below. Type and location of fencing or walls must be approved by the Committee prior to placement upon any portion of any lot, and must be in conformity with the main structure and the subdivision. In no event shall chain link or wire fences be allowed.

All fencing shall be constructed as "stairstep fencing", and not sloping, and the top surface of the fence shall be level, without regard to the land surface or height of the fencing, unless otherwise approved by the Committee.

Each lot owner shall be responsible to maintain all privacy fencing and walls located on said lot owners property, except the wall which is owned by the Property Owners Association.

13. Storage Sheds. No storage sheds, metal buildings or detached structures shall be permitted upon any lot except with the prior written approval of the Committee. Exterior design of said structures must be in harmony with the main structure and the subdivision.

14. Mailboxes. Every lot owner shall use a standardized mailbox and support to be constructed at the lot owner's expense. The Developer is to provide the lot owner with information of the design and materials to be used for the mailbox and support.

15. Concealment of Equipment. No air-conditioning or heating unit, blower, tower, condenser, water well, garbage can, wood pile, storage pile or other equipment or apparatus shall be erected, placed, constructed, operated, or permitted to remain on any lot unless completely concealed from view from any adjacent lot or street by a hedge plating or other enclosure in conformity with the general architecture of the main structure and approved by the Committee.

Any lawn ornaments, children's toys, playhouses, trampolines, and similar items, shall not be placed on any lot without written approval of the Committee.

Garbage containers shall be kept in a clean and sanitary condition. In no event shall any clothes lines be erected or permitted on any lot.

All outside radio and T.V. antennas shall be installed in such a way as not to be offensive from any street including Sollie Road. Antennas shall be placed on the back side of the chimney where possible, otherwise, they shall be placed on the back side of the roof as long as it does not impair reception. Any satellite dish over one (1) meter in diameter must be concealed behind a privacy fence or hedge such that the satellite dish will not be visible from any street including Sollie Road or from the adjacent lots and said satellite dish shall not be located in a front yard.

Any water wells located on an individual lot shall be placed in the back yard, to the rear of the structure, screened from view, and maintained by the owner of the lot on which it is located.

16. Outdoor lighting. No mercury vapor lights or other outside lights shall be permitted on any lot without the prior written approval of the Committee. Committee approval of outside lighting can later be withdrawn if it creates a nuisance to neighbors.

17. Tennis Courts. Tennis Courts may only be constructed with the express written permission of the Committee, with regard to the type of construction, location, fencing, lighting, and any other details. The Committee shall particularly review the same with reference to nuisance, aesthetics or inconvenience to adjoining land owners.

18. Storage of Vehicles and Temporary Dwellings. No trailer, mobile home, barn, tent, garage, recreational vehicles, or any other outbuildings shall at any time be used as a residence, temporary or permanent; nor shall any structure of a temporary character be used as a residence. No trailers, mobile homes, habitable motor vehicles, campers and/or trailers, boats or recreational vehicles of any nature shall be kept on or stored on any part of the property except within a fully enclosed garage or behind fencing or shrubbery, not visible from any street including Sollie Road, nor visible from any adjoining lot, without the written permission of the owner of the adjoining lots. No tractor, trailer, motor vehicle, habitable motor vehicle, or boat shall be parked, stored, or allowed to stand upon any street in the subdivision or in the front yard of any residence.

19. Signs. No sign or signboard of any kind including, but not limited to commercial "for sale", rent, political and similar signs shall be displayed to the public view on any lot except one professional sign not more than eight (8) square feet in size; except during the construction period, one additional sign may be erected by the builder not more than eight (8) square feet, and a security service sign shall also be allowed, not more than eight (8) square feet, when applicable. All signs must be approved in writing by the Design Review Committee. This restriction excludes the subdivision entrance sign and signs erected by Developer. In the event a sign is a "sale" sign, it must come down when the home is sold. In the even the sign is for another purpose, when that purpose is completed, the sign must be removed.

20. Swimming Pools. No swimming pool shall be constructed, placed, altered or maintained upon any lot without the prior written approval of the Committee of the type, design and location thereof. Any such swimming pool must also be constructed, equipped and maintained in accordance with the regulations, standards and recommendations of the appropriate city, county and state authorities. Swimming pool shall be fenced and/or screened and location approved by the Committee.

21. Permitted Animals. No animals, livestock, or poultry of any kind shall be raised, bred, harbored or kept on any lot except that the owner may keep a maximum of three domesticated household pets. No such pets shall be kept for any commercial purpose, and any such pets may be kept only so long as they or any of them do not become an annoyance or nuisance to the neighborhood. All pets shall be kept under close supervision of their owners and shall be kept behind a fence, and in compliance with all applicable laws, rules, regulations and ordinances including, but not limited to health, safety and leash laws. No pets shall be allowed to stray from the Lot except under leash.

22. Entrance to Sollie Road. No private road or driveway shall be permitted which gives access to Sollie Road. Access to Sollie Road shall be permitted only through the main entrances of the subdivision.

23. Construction Completion Period. Each dwelling or other building shall be completed within eighteen (18) months after commencement of construction unless completion is prevented by conditions found by the Committee to be beyond the control of the lot owner. During the time of construction, adequate provision must be made by the owner of the lot or his or her contractor to prevent dirt or other debris from washing off of the lot and into streets or other common areas. It shall be the responsibility of the lot owner to comply with all governmental requirements, including requirements of ADEM for Best Management Practices (BMP), or any other requirements.

24. Care of lots. All lots shall be maintained in a neat, attractive and presentable condition at all times, even when strutures are under construction. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any part of the property and no rubbish, debris, or unsightly objects shall be allowed to be placed or permitted to accumulate anywhere thereon. Building materials shall not be stored on lot unless a structure is under construction. Trash, garbage or other waste material shall not be kept on any lot except in sanitary containers.

25. Offensive Activities, etc. Not trade or business activity of any kind not noxious, offensive, or dangerous activity of any kin whatsoever shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance, nuisance, health hazard, or safety hazard to the neighborhood.

26. Homeowner's Association: There has been, or shortly will be formed a Homeowner's Association, called Shadow Creek Homeowners Association, Inc. (the "Association"). The Association may or may not hold title to the entranceway islands or any improvements thereon, or any other common areas within the streets, or the wall facing Sollie Road. Among the purposes of such organization shall be the establishment of rules and policies with respect to the use and maintenance of all common areas such as entranceway islands, subdivision name signs, decorative fences and street lights, and the like. The Association shall have the maintenance responsibility for the Sollie Road entrance wall. See paragraph 12 for maintenance responsibilities of fencing and/or walls.

Any retention or detention pond, or other items of common areas and street lights, other than those owned by the City of Mobile, the access area to the detention pond, and the stone wall facing Sollie Road, the pump, well and sprinkler system, common areas, easements, and rights of way, shall be maintained by the Property Owner's Association.

The Association's responsibilities shall include maintenance of decorative street lights, improvements and landscaping located on the center islands at the Sollie Road entrance to the Subdivision, and maintenance of retention or detention ponds, easements and rights of way.

All lots owners of Shadow Creek, shall be members of the Association. Each owner of any lot, by acceptance of a deed to such lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association the following:

a. Annual General Assessments as herein described. The Annual Assessment may not be increased more than thirty (30%) percent each year without approval of the majority of the lot owners; and

b. Special Assessments for capital improvements, repairs, or other expenses which expenses which exceed the Annual General Assessment as described. No special assessment may exceed one (1) year of Annual General Assessment without approval of the majority of the lot owners; and

c. All such assessments, together with interest thereon and the cost of collection thereof, including a reasonable attorney's fee as hereinafter provided, shall be the personal obligation of such lot owner and shall be a charge and lien on each lot and improvements against which each such assessment is made.

Each year the Association shall estimate the cost of the maintenance and such other expenses as it deems necessary. Such estimate shall be deemed the Annual General Assessment.

From time to time, the Association may determine the cost of necessary capital improvements, major repairs, and necessary expenses not provided for in the Annual General Assessment. Such costs shall be deemed a Special Assessment.

Each lot of the said subdivision whether improved or unimproved shall be assessed its pro rata share of the Annual General Assessment and any Special Assessment.

A vote of two-thirds of the Board of Directors of the Association shall fix the Annual General Assessment and any Special Assessment upon the basis provided above. The Board shall set the date each such assessment shall become due and may provide for the collection of the assessments in monthly, quarterly, bi-annual installments, provided, however, that upon default in the payment of any one or more installments, the entire balance of said assessment may, at the option of the Board, in its sole discretion, be accelerated and declared to be due and payable in full.

In the even an attorney is employed by the Board to enforce and/or collect assessments, the Board may assess the cost of the same against the individual defaulting Lot owner.

In the event a payment is more than ten (10) days late, a late fee may be charged in the amount of $25.00 or ten (10%) percent of the payment, whichever is greater.

The liens for unpaid assessments shall be effective from and after the time of recording in the Records in the Office of the Judge of Probate, Mobile County, Alabama, a claim of lien stating the lot number, the name of the record owner, the amount due and the date when due. Such claim lien shall include only sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Association.

Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a recordable satisfaction of liens. All such liens shall be subordinate to any lien for taxes, the lien of any mortgage of record and other lien recorded prior to the time of recording of the claim of lien filed by the Association.

Upon any voluntary conveyance of a lot, the grantor and grantee of such lot shall be jointly and severally liable to the Association for all unpaid assessments accrued up to the date of such conveyance, without prejudice to the right of the grantee to recover from the grantor any such amounts.

Any lot owner, prospective purchaser of a lot, or holder of a mortgage or other lien on any lot may, at any time, obtain from the Association a certificate showing the amount of unpaid assessments pertaining to such lot. The Association shall provide such certificate within ten (10) days after request therefor. The Association may charge a reasonable fee for the issue of this Certificate. Any person,

other than the lot owner at the time of issuance of any such certificate, may rely upon such certificate, and his liability for unpaid assessments shall be limited to the amounts set forth in such certificate.

Any entity, its successors and assigns, obtaining title to a lot as a result of foreclosure of a first mortgage or vendor's lien shall not be liable for assessments which became due prior to the foreclosure. Such unpaid share of assessments shall be deemed to be an expense of the Association to be collected part of a future Special Assessment.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a percentage rate established by resolution of the Board of Directors with notice of such rate to be given to each lot owner in a manner to be designated by said Board.

The Association may bring an action at law against the owner personally or may foreclose the lien created by the terms hereof in accordance with the statutes and laws of the State of Alabama then in effect for the foreclosure of real estate mortgages and shall have the right to sell said property at public outcry at the front door of the Courthouse of Mobile County, for cash, to the highest bidder, giving notice of the time, place and terms of said sales, together with description of said property to be sold, by an advertisement published once a week for three consecutive weeks in a newspaper published in said county; to make proper conveyance to the purchaser in the name of the lot owner; and the proceeds of said sale to apply first, to the payment of the cost of said sale, including a reasonable attorney's fee, second, to the payment of the amount of said assessment, whether due or not, with the unpaid interest thereon to the date of sale, and any amount that may be due the Association by virtue of the special liens herein declared; and third, the balance, if any to pay over to the said lot owner. That at any sale under the powers herein the Association may bid for and purchase said property like a stranger hereto, and in the event the Association should become the purchaser at said sale, either the auctioneer conducting the sale or the Association may execute a deed to the Association in the name of the lot owner.

Proceeding against the owner personally shall not be deemed a waiver of the right to foreclose the lien. No owner may escape the lien by transfer of such owner's lot.

The Association shall have the authority to periodically inspect the exterior of any dwelling unit, out building, fence, retaining wall or structure of any kind or description situated at any location and/or the neighborhood upon the Property, and if the same are determined by said Association to be unsafe or in violations of these covenants, in need of repair, or in such condition that the adjoining property may be adversely affected thereby, then aid association may cause the owner of said property to correct any such condition, and/or said Association shall have authority to enter upon said property and correct same

at owner's expense, which will be added to said owner's lot assessment. For the purpose hereof an easement in , on , over and across all lots is hereby reserved in favor of said Association, its agents or employees, and no such entry nor any action taken pursuant to this covenant shall be deemed a trespass or other wrong to such property or its owner.

27. Mineral Operations Prohibited. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon the surface of any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within 500 feet beneath the surface of 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.

28. Duration of Restrictions. The covenants, terms, conditions, restrictions, and limitations herein contained are to run with the land and shall be binding upon all parties and all persons claiming under them and shall inure to the benefit of , and shall be binding upon their, and each of their heirs, personal representatives, executors, administrators, successors and assigns for a period of twenty (20) years from the date hereof, (the "primary period"), at which time said covenants, terms, conditions, restrictions, and limitations herein, unless otherwise herein specified, shall automatically be extended for an additional period of ten (10) years (the "extension period"). By vote of not less than eighty percent (80%) of the then owners of the lots, one vote being allowed for each lot, these covenants may be terminated or changed in whole or in part, but no change shall impose a burden or restriction on any lot whose then owner does not joint in such restriction. Execution of any instrument to such effect shall become effective when recorded in the office of the Judge or Probate Court of Mobile County, Alabama. Nothing in this paragraph shall be deemed to limit the duration of, or permit the modification of, easements provided for herein, which easements shall be deemed to be perpetual.

29. Covenant to Run With Land. No lot shall be conveyed, devised, leased or demised at any time hereafter, except as being subject to the covenant, terms, conditions, restrictions, and limitations herein contained, and the obligations to observe and perform the same; and whether or not it be so expressed in the deeds or other instrument or conveyances of the property, the same shall be absolutely subject to the covenants, terms, conditions, restrictions, and limitations therein contained which shall run with and be appurtenant to the lands and every part thereof, as fully if expressly contained in property

and obligatory covenants or condition, in each and every contract, deed, or transfer and conveyance instruments hereof.

30. The Developer shall have the right to extend the subdivision with additional lots, and in the event the lots in the extension have restrictive covenants similar to the instant covenants, may write to have the lots in the extension become a part of the property owners' association.

31. Easements. All easements shown on the recorded plat of the subdivision are hereby adopted as a part of these restrictions, and all lots in the subdivision shall be subject to such easements. The undersigned owner of the subdivision reserves unto itself and its successors and assigns the right and easement, but not the obligations, to construct, install , maintain, repair and replace power, gas, sewer, telephone, and other utility lines, equipment and facilities and drainage ditches, in on, over and under the streets and road and easements shown on the recorded plat of the subdivision, and to construct, install, operate, maintain, repair and replace lights, walls, fences, shrubbery, bushes, and trees and other decorative or screening improvements in , on, over and under the property included within the areas designated as fences, drainage and/or utility easements, if any, with full right of ingress and egress to and from said streets and roads and easements across adjoining property; and the undersigned owner reserves unto itself and its successors and assigns the right to contract generally with others for the doing of any and all such things and the right to grant unto other such easements, rights and privileges as the undersigned owner may deem appropriate or convenience in connection therewith.

32. Amendment or Modification of Restrictions: The Developer herein expressly reserves unto itself the sole and unilateral right to amend, modify, change, cancel or annul, without the vote of other lot owners as described in paragraph 27 above and so long as Developer owns at least one lot in said Shadow Creek Subdivision, such covenants, limitations, and restrictions in whole or in part, at any time during the pendency or term or same as existing, or as may be amended, modified, changed, cancelled, or annulled in accordance with the foregoing reservations. Such action on the part of the Developer is to be evidenced by an instrument executed by a duly authorized officer of Developer and recorded in the Office of the Judge or Probate, Mobile County, Alabama.

It is expressly reserved and stipulated herein that such action as may be taken by Developer in accordance with the foregoing authority and power, may result in any, all or part of any covenant,

restriction, or limitation as existing or as may be amended or changed, being either more or less restrictive or burdensome than the foregoing covenants, restrictions, or limitations contained herein.

No action on the part of the Developer pursued in accordance with the foregoing reserved authority shall place an additional restriction or limitation on a specific lot previously conveyed by Developer, unless the then owner of same shall consent thereto by joining in said instrument, or by executing such other instrument as will properly evidence owner's consent, same being subsequently recorded as set forth hereinabove. It is further stipulated and reserved here that Developer may at any time waive any, all or prat of the covenants, restrictions, or limitations as set forth herein.

33. Partial Invalidity. Neither the invalidation of any one of these covenants, terms, conditions, restrictions, and/or limitations, or any part thereof, by judgment or court order, nor the abandonment of waiver thereof, shall in any wise affect any of the other provisions which shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Developer has caused these Declarations to be executed on this ___ day of _____, 2016.

**RAAMS, LLC,** an Alabama Limited Liability Company

Asem Hasan
Authorized Member

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Asem Hasan, whose name as Authorized Member of RAAMS, LLC, an Alabama 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 Authorized Member and with full authority, executed the same voluntarily for and on behalf of said Limited Liability Company on the day the same bears date.

Given under my hand and official notarial seal this 8th day of Dec, 2016.

RAYMOND KOPEC
COMMISSION EXPIRES
June 12, 2017
NOTARY PUBLIC
STATE OF ALABAMA

Notary Public, State of Alabama at Large
My Commission Expires _____

Notice is given as required by Alabama law that this instrument was prepared by Spencer H. Larche, Attorney, 1 Saint Louis Street, Suite 4000, One St. Louis Centre, Mobile, Alabama 36602.