20021223000639550 Pg 1/10 41.00
Shelby Cnty Judge of Probate,AL
12/23/2002 09:13:00 FILED/CERTIFIED

STATE OF ALABAMA	)	THE OAKS AT RIVERCHASE
	)	AMENDMENT TO DECLARATION OF
	)	PROTECTIVE COVENANTS,
SHELBY COUNTY	)	EASEMENTS, CHARGES, RIGHTS
	)	AND LIENS

This Amendment to Declaration of Protective Covenants, Easements, Charges, Rights and Liens ("The Oaks Covenants") is made on this 19 day of DECEMBER, 2002, by The Oaks Townhouse Association, Inc., a not-for-profit Alabama corporation ("Association").

WITNESSETH:

WHEREAS, the Owners of real property known as The Oaks at Riverchase located in Shelby County, Alabama do hereby amend The Oaks Covenants in accordance with the manner prescribed in Paragraph 15 thereof as recorded in the Office of the Judge of Probate, Shelby County, Alabama in Book 122, at Pages 184-196, and

WHEREAS, the real estate of Owners in The Oaks At Riverchase is more particularly described as follows (hereinafter referred to as the "Real Estate"):

> Lots 1 through 43 according to the Map of The Oaks at Riverchase recorded in Map Volume 10, Page 89 in the Office of the Judge of Probate of Shelby County, Alabama ("Recorded Map").

WHEREAS, the members of the Association also own certain other property contiguous to the real estate located in Shelby County, Alabama which is more particularly described as follows (hereinafter referred to as the "Common Area"):

> Lot 44 according to the Recorded Map.

WHEREAS, all real estate has been developed, (herein referred to as "Completion of Development"), including the Common Area (collectively referred to herein as the "Property") pursuant to a general subdivision plan covering all of the Property and subject to The Oaks Covenants, all running with the land.

WHEREAS, the Property consists of lots on which single-family townhouse units were constructed (hereinafter such lots being referred to as "Lots"), and an interest in the Common Area has been conveyed to each owner of a Lot.

NOW, THEREFORE, in order to enhance and protect the value, attractiveness and desirability of the Property, and the health, safety and security of the Owners, Lessees, and other persons, the Association hereby amends The Oaks Covenants to include the following covenants, all to run with the land.

1. Riverchase Residential Covenants. The Declaration of Protective Covenants, Easements, Charges and Liens for Riverchase (Residential), as recorded in Misc. Book 14, Page 536, as amended by instrument recorded in Misc. Book 17, Page 550, in the Office of the Judge of Probate, Shelby County, Alabama, ("Riverchase Covenants") apply to the Property. In the event the Riverchase Covenants conflict with The Oaks Covenants, the more restrictive of the conflicting provisions shall control. The provisions of both The Riverchase Covenants and The Oaks Covenants must be complied with and compliance with one is not in lieu of compliance with the other.

2. Land Use. The Real Estate shall be used exclusively for residential purposes. The occupant may be the owner, lessee or other person authorized by the owner. No building shall be constructed, placed or permitted to remain on any Lot other than one single-family dwelling which may be attached to other single family dwellings. New buildings shall be substantially similar in size, quality and appearance as the building replaced. No part of the Property shall be used in any way, directly or indirectly, for any business, commercial, manufacturing, warehousing or other such nonresidential purpose.

3. Set-back Requirements. Except as may otherwise be approved by variances or otherwise, dwellings shall be constructed and placed on Lots in conformance with The Riverchase Covenants and The Oaks Covenants, minimum building set-back requirements set forth in applicable municipal or county ordinances from time to time in effect or as may be indicated on the Recorded Map.

4. Architectural Committee.

4.1 Architectural Committee Membership. The Architectural Committee shall consist of five (5) members. The Association Members shall elect two (2) of the members. The Board of Directors from its membership shall appoint three (3) of the members. All members of the Architectural Committee must be Association Members in good standing. The two elected members shall serve three-year staggered terms; initially one of these terms shall be two years. The three appointed members shall serve one-year terms subject to reappointment by the Board of Directors. The Chairperson of the Maintenance Committee shall be one of the appointed members to the Architectural Committee. One of the appointed members shall be selected by the Board of Directors to serve as Chairperson of the Architectural Committee. No member of the Architectural Committee may simultaneously serve as President of the Board of Directors.

In the event that any member of the Architectural Committee shall be absent from three (3) consecutive regular meetings, the Architectural Committee may take action to declare that member's position vacant. In such case the Board of Directors may appoint an individual to fill that vacancy on a temporary basis until the next Annual Meeting.

4.2 Architectural Guidelines. No owner of any Lot shall modify the structure on his or her Lot by adding a room or rooms, changing the roof lines, adding or modifying decks, changing or altering the color or making other alteration in the exterior appearance of the structure, or change the landscaping on such Lot, without written approval of the Architectural Committee. The Architectural Committee shall develop and periodically update a set of Architectural Guidelines to delineate applicable restrictions to exterior design or such other matters that would render the proposed structure or use thereof inharmonious with the general appearance of The Oaks. The Board of Directors shall review and approve changes to the Architectural Guidelines. The Architectural Committee shall insure that owners are in compliance with all landscaping, exterior, and decoration guidelines.

4.3 Procedure. The owner must submit plans for any modification, addition to or other change to the exterior of any townhouse or its landscaping to the Architectural Committee and receive written approval or disapproval. In the event the Architectural Committee fails to approve or disapprove within sixty (60) days after receiving all required information, approval will not be required and the related covenants shall be deemed to be fully satisfied. Approval of such plans shall terminate and be rendered void if construction is not begun within six (6) months after such approval unless such six (6) month period is extended by agreement with the Architectural Committee, in which event the extended time shall be applicable.

4.4 Standards. The Architectural Committee shall have the right to disapprove any plans submitted hereunder because of failure to comply with any applicable restrictions, failure to include any information required herein, objections to exterior design, or such other matter which would render the proposed structure or use thereof inharmonious with the structures located upon other Lots. Approval by the Architectural Committee is in addition to and not in lieu of approvals required by the Riverchase Architectural Committee.

4.5 Appeals. In the event that the Architectural Committee disapproves a plan submitted by an owner, that owner has the right to appeal the decision to the Board of Directors. In the event that the Architectural Committee approves a plan, but that plan is objectionable to one or more other owners, the other owner(s) has the right to appeal the decision to the Board of Directors. When an appeal is lodged, the Board of Directors shall meet in special session to hear from all interested parties, and shall vote to support or deny the appeal.

5. Fences. Unless approved by the Architectural Committee, no fence, hedge, wall or other obstruction shall be constructed or maintained on a Lot.

6. Trees. Other than for purposes of removing a diseased, damaged, dead or dangerous tree, no tree with a diameter of four inches or more shall be cut, removed or destroyed unless such action is approved by the Architectural Committee.

7. Animals/Pets. No animal, reptile or fowl shall be kept or maintained on the Property, but nothing herein shall be construed to prevent or prohibit an Owner or Lessee from keeping as a domestic pet cats, dogs, or birds provided, however, that no animal shall exceed twenty-five (25) pounds in weight. Any animal owned, kept or maintained by an Owner as of 2/11/1996 that exceeds twenty-five (25) pounds in weight shall be exempt from the restrictions of this covenant. No Owner, Lessee or other person shall be permitted to maintain or keep more than two (2) domestic animals on the Property. No domestic animal shall be left unattended in any Common Area or on the exterior of any Townhouse located on the Property. Pet owners are responsible for promptly cleaning up after their pet and those of their guest.

8. Easements.

8.1 Townhouse Easements. There is hereby created, granted and reserved, as an appurtenance to each Lot, a perpetual easement over and across each Lot contiguous thereto for all such encroachments and overhangs, as well as for all encroachments and overhangs resulting from any natural movement or settling of any such townhouse. In addition, there is hereby created, granted and reserved to the owner or owners of each Lot a license and right of entry across contiguous Lots as reasonably may be needed to maintain and repair such encroaching or overhanging structures. If any townhouse shall be damaged or destroyed, the owner or owners thereof shall be permitted to repair and reconstruct such townhouses with encroachments and overhangs not more intrusive than those existing at the time of such damage or destruction, and thereafter said license and right of entry shall continue in effect.

8.2 Utilities, Drainage, Access, Walkways and Other Easements. Easements, (both private and public), releases and restrictions are established and reserved as shown on the Recorded Map. Easements for installation and maintenance of utilities, (both private and public), drainage facilities, access and walkways, irrigation control, street light connections and locations are reserved as finally located and installed.

Easements for the installation, operation, maintenance and repair of electrical meters, wires, conduits and other appliances and facilities related thereto which serve other

Lots including, without limitation, the Common Area, and the right to install meter boxes and other appliances which serve other Lots including, without limitation, the Common Area, are reserved on the outside wall of units located on Lots 5, 6, 13, 14, 17, 23, 24, 30, 31, 37 and 38, together with the right of ingress and egress thereto.

An easement for landscaping a portion of Lots 11 through 16, 33 and 34 adjoining the entrance road is reserved.

The Association identified in Section 14, utility companies, and their respective heirs, successors and assigns shall have access and use of such easement areas as reasonably needed for the installation, maintenance and repair of the facilities therein.

Each owner and owner's heirs, successors and assigns hereby releases the City of Hoover, Alabama from any and all obligations, responsibilities and liabilities related to the drainage area on the Property located behind Lots 30 through 37.

8.3 Sidewalk Easements. Any sidewalks across any Lot or other portion of the Property shall be available for the reasonable and customary use of each of the owners Lots within the Property and their guests, and each Lot within the property shall be subject to an easement across any part thereof upon which any such sidewalk is constructed.

8.4 Alleyways. The alleyway adjoining Lots 27 through 33 (Alleyway #1) and the alleyway adjoining Lots 34 through 43 (Alleyway #2) shall be available for the reasonable and customary use of each of the Lots adjoining each respective alleyway. The owners of Lots 27 through 33 shall be responsible for maintaining Alleyway #1, and the owners of Lots 34 through 43 shall be responsible for maintaining Alleyway #2. Such owners shall be assessed from time to time by the Association, or other arrangement agreed to by at least four of the owners adjoining Alleyway #1, with respect to Alleyway #1, and at least six of the owners adjoining Alleyway #2, with respect to Alleyway #2.

8.5 Pathway/Walkway Easements. Any pathway or walkway across any Lot or other portion of the Property, specifically including the walkway between Units #19 and #20 that allows access to the common areas of Lot #44, shall be available for the reasonable and customary use of each of the owners of said Lots within the Property and their guests. The Association shall be responsible for maintaining these areas.

9. Covenant With Respect to Maintenance of Lot and Improvements. Subject to the next sentence, each owner shall keep his or her Lot and the structure thereon in good order and repair including, but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of the structure all in a manner and with such frequency as is consistent with good property management. Unless otherwise changed by vote of the owners of 70% of the Lots, the Association shall landscape and maintain the front lawns of each Lot, or shall arrange for such landscaping and maintenance.

No owner of any Lot shall modify the structure on his or her Lot by adding a room or rooms, changing the roof lines, adding or modifying decks, changing or altering the color or making other alteration in the exterior appearance of the structure, or change the landscaping on such Lot, without written approval of the Architectural Committee. Each owner, in acquiring title to the respective Lot, acknowledges that the décor, color scheme, and design have been selected in such a manner to be consistent and harmonious with other townhouses within the property and agrees to maintain the respective Lot and structure in such a manner as to maintain and perpetuate the visual harmony within the Property. In the event any material

common to more than one Lot is damaged or needs repair or replacement, each adjoining owner shall cooperate in effecting the repair and replacement thereof.

10. Damage or Destruction; Hazard Insurance and Termite Bond. In the event of damage or destruction to any structure within the Property, the respective owner thereof agrees as follows:

(i) In the event of total destruction, the owner shall within sixty (60) days clear the lot of debris and commence, and continue, to rebuild and reconstruct the structure in conformity with the colors, materials, plans, and specifications of the original structure so destroyed, subject to any changes or modifications as may be approved by the Architectural Committee.

(ii) In the case of partial damage or destruction, the owner promptly shall cause the damage or destruction to be repaired and restored in a first class condition in accordance with the plans and specifications of the original structure and in conformity with its originals exterior painting and décor. Any change or alteration must be approved by the Architectural Committee. In no event shall any damaged structure be left un-repaired and un-restored for in excess of sixty (60) days.

(iii) Each owner shall maintain at all times a termite bond and hazard insurance covering all structures on the owner's Lot, and upon request, each owner will provide the Association with a copy of the current termite bond and hazard insurance policy.

11. Common Area. Title has been conveyed to an undivided interest in the Common Area to the person or persons purchasing Lots, the amount of such undivided interest is described in the instrument by which each Lot was conveyed to such person or persons, and is subject to adjustment based upon the total number of Lots, the owner of each Lot being entitled to an equal percentage ownership of the Common Area. The undivided interest in the Common Area conveyed with respect to each Lot shall be appurtenant to, and an indivisible part of, the Lot, and no estate in any such undivided interest in the Common Area shall be transferable or assignable unless such estate is transferred or assigned contemporaneously with the transfer or assignment of an identical interest in the related Lot. The Common Area may be partitioned or sold for division, only with the prior written consent of the owners of not less than seventy-five percent (75%) of the Lots. No building, dwelling, structure or improvement shall be constructed on, or placed upon, the Common Area without the prior written consent of the owners of not less than seventy-five percent (75%) of the Lots, and the written consent of the Association. Every person owning an interest in a Lot shall have full rights of ingress and egress to and over, and enjoyment of, the Common Area, which rights shall be appurtenant to, and shall pass with title to, each such Lot, subject to such uniform rules and regulations pertaining to the use of the Common Area as may be established and approved from time to time by the Association, or by the owners of not less than seventy percent (70%) of the Lots. Subject to such uniform rules and regulations, the owner or owners of a Lot may delegate his or their rights of ingress, egress and enjoyment with respect of the Common Area to the members of his or their immediate families, tenants and guests. The owner or owners of a Lot shall be responsible for, and shall pay, a pro rata share of the property taxes and assessments due with respect to the Common Area, and such owner or owners authorize the Tax Assessor of Shelby County, Alabama each year to combine and aggregate the amount of taxes and assessments due with respect to each Lot and the related undivided interest in the Common Area in a single tax assessment and a single tax notice.

12. Parking Areas and Driveways. The Oaks Circle, from curb to curb, is a public street maintained by the City of Hoover. As a matter of safety, on street parking by owners and

visitors is restricted to areas that do not impede at any time of day or night with ingress and egress of emergency vehicles. Overnight on street parking of owner's vehicles is prohibited except under unusual circumstances, such as construction activities. Outside, overnight parking of motorhomes, campers, trailers, boats, motorcycles and contractor's vehicles/equipment is prohibited. Owner's vehicles shall not be parked in driveways for longer than 24 hours at a time.

13. Covenants to Run with the Land. The Oaks Covenants shall (a) run with the land (the Property); (b) be binding upon any and every person or entity having any right, title or interest in the Property, or any part thereof, and such person's or entity's heirs, executors, administrators, successors and assigns; (c) inure to the benefit of every portion of the Property and every interest therein; and (d) be binding and in effect for a period of ten (10) years from the date this instrument is recorded in the Probate Office of Shelby County, Alabama, after which period the Oaks Covenants shall automatically be extended for successive periods of ten years each unless an instrument amending or modifying this instrument, executed by the then owners of not less than seventy percent (70%) of the Lots, shall be recorded in the Office of the Judge of Probate of Shelby County, Alabama.

14. The Oaks Townhouse Association, Inc. The Common Area shall be maintained and controlled by The Oaks Townhouse Association, Inc. a not-for-profit Alabama corporation ("Association"). The Association, its powers, membership and operations is more fully described in the Association Articles of Incorporation and By-Laws. Each owner of a Lot shall be a member of the Association. The Association shall have, among other rights and powers, the right to pass rules and regulations governing the use, management, and maintenance of the Common Area, shall have the power to assess its members, shall have a continuing lien against the Lots owned by its members securing all assessments, and shall have the power to lease or otherwise make available to the general public the right to the use of the Common Area. The provisions included in said Articles of Incorporation and By-laws for the Association are hereby incorporated in this instrument as if fully set forth herein and same shall be binding upon the Lots located within The Oaks. Any voting rights of owners of Lots provided herein shall be restricted or available as set forth in said Articles of Incorporation and By-Laws. Each member of the Association also shall be a member of the Riverchase Residential Association, Inc. to the extent required by the Riverchase Covenants referred to in Section 1 hereof.

14.1 Association Fees and Assessments. The Board of Directors of the Association shall have the right to establish Association Fees. The Board of Directors shall inform each member of the Association of the annual Fees to be assessed against each Lot and the payment due date. The annual Fee may be paid as a lump sum within one month of the due date or in quarterly or monthly increments at the discretion of the Owner. The Board of Directors shall have the authority to assess a special charge upon any or all Lots for any extraordinary expenses incurred by the Association as part of the normal operations of the Association. The Association shall have the authority to assess a special charge upon any or all Lots for capital improvements if and only if approved by a not less than 60% of the Owners.

Any Owner who does not pay the Association Fee in an approved manner as delineated above within thirty (30) days of the due date shall be deemed delinquent and shall bear interest until paid at a rate of eighteen percent (18%) per annum, or such other rate or late payment charges as established from time to time by the Board of Directors.

14.2 Effect of Nonpayment of Assessments; Remedies of Association. If the member shall fail to pay the Association Fees within sixty (60) days following the due date, and within thirty (30) days after additional written notice that the member is delinquent in his payment, in addition to the right to sue the member for a personal judgment, the Association shall have the right to enforce the lien hereinafter imposed to the same extent, including a foreclosure sale and

deficiency decree, and subject to the same procedures, as in the case of mortgages under applicable law, and the amount due by such member shall include the Association Fees, as well as the cost of such proceedings, including a reasonable attorney's fee, and the aforesaid interest. In addition, the Association shall have the right to sell the Property at public or private sale after giving notice to the member (by registered mail or by publication in a newspaper of general circulation in the County where the Lot is situated at least once a week for three successive weeks) prior to such sale.

14.3 Certificate of Payment. Upon written demand by a member, the Association shall within a reasonable period of time issue and furnish to such member a written certificate stating that all Association Fees (including interest and costs, if any) have been paid with respect to any specified Lot as of the date of such certificate, or if all Association Fees have not been paid, setting forth the amount of such Association Fees (including interest and costs, if any) due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificates which must be paid at the time that the request for the issuance of such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot in question.

14.4 Creation of Lien for Assessments. All member's Property shall be subject to a continuing lien for assessments levied by the Association in accordance with the provisions hereof. The Association Fees together with interest thereon and the costs of collection thereof including reasonable attorney's fees as herein provided, shall be a charge on and shall be a continuing lien upon the member's Property against which each such assessment or charge is made.

14.5 Personal Obligation of Members. Each member, by acceptance of a deed or other conveyance to member's Property, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association the Association Fees. Each such assessment, together with interest and costs of collection, including reasonable attorney's fees, shall be the personal obligation of the person who was the owner of such member's Property at the time when the assessment fell due.

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

14.7 Use of Funds. The Association shall apply all funds received by it pursuant to The Oaks Covenants, and from any other source, reasonably for the benefit of property owned

by Association members and specifically to the following uses, unless other uses are approved by 51% of the votes of the members of the Association, and with the understanding that, at the Association's discretion, funds shall be applied to operations and maintenance before being applied to capital improvements: repayment of principal and interest of any loans of the Association the costs and expenses of the Association for the benefit of the Property, owners and residents by devoting the same to the acquisition, construction, reconstruction, conduct, alteration, enlargement, laying, renewal, replacement, repair, maintenance, operation and subsidizing of such of the following as the Board, in its discretion, may from time to time establish or provide: any or all projects, services, facilities, studies, programs, systems and properties relating to: parks, recreational facilities or services; walkways, curbing, gutters, sidewalks, landscaping; directional and informational signs; street and road lighting facilities; facilities or arrangement for facilities for the collection, treatment and disposal of garbage, trash and refuse; facilities for the fighting and preventing of fires; traffic engineering programs, traffic signals and parking facilities; facilities and provisions for the security of members, members' Property, and residents; landscaping and maintenance of front lawns of Lots; and general maintenance and clean-up.

14.8 Obligations of Association with Respect to Funds. The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of Association Fees or otherwise, and may carry forward as surplus any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the Fees in the succeeding year. The Association shall provide to all Owners an annual accounting of the funds expended and balances remaining within one hundred twenty (120) days after the end of any calendar year, such accounting to be at the Association's expense. In the event the year-end balance is less than the amount of income projected to be received from Fees during the subsequent two (2) months, the Board of Directors may at its sole discretion, assess a charge on each Lot sufficient to restore the balance to a fiscally sound amount, but not to exceed the amount of income projected to be received from Fees during the subsequent four (4) months. If the year-end balance is more than the amount of income projected to be received from Fees during the subsequent nine (9) months the difference shall be considered excess funds and the Board of Directors shall so inform the Owners at the Annual Meeting, and the Owners shall have the right, but not the obligation, by a vote of not less than 60% of the owners to a suspension of payment of Fees until such time as the excess funds are eliminated.

14.9 Authority of the Association to Contract. The Board of Directors of The Association shall be entitled to contract with any corporation, firm or other entity for the performance of the various undertakings of the Association specified herein, and such other undertakings as may be approved by fifty-one percent (51%) of the votes of the Members of the Association, and the performance by any such entity shall be deemed the performance of the Association hereunder.

14.10 Suspension of Rights. The Association shall have the right to suspend the right of any member (and the privilege of each resident claiming through such member) for any period during which the Association Fees assessed hereunder remains overdue and unpaid or in connection with the enforcement of any rules or regulations relating to Common Area facilities.

14.11 Limits of Responsibilities. The Association does not assure or in any way promise or agree that the services, powers, purposes or objects of the Association described herein will be provided and nothing herein shall obligate the Association or its Directors to undertake to provide such services, purposes or objects or to exercise such power.

15. Amendment and Release. Anything contained herein to the contrary notwithstanding, the Oaks Covenants may be modified and amended by the affirmative vote of the owners of at least seventy percent (70%) of the Lots, each Lot to carry one (1) vote. Any such modification must be in writing and filed for record in the Office of the Judge of Probate of Shelby County, Alabama.

16. Consent of Lot Owners. Whenever the consent of the owners of the Lots is required with respect to any action described herein, the consent of the owner or owners of any Lot shall be deemed given if the record owner of such Lot (or a majority of such record owners, if more than one) shall evidence such consent in writing.

17. Enforcement. These covenants and provisions may be enforced by any owner, any lessees of an owner or by the Association by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or provision set forth herein. No delay or failure on the part of an aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

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

18. Severability. Invalidation of any one or more of the provisions hereof by a judgment or court order shall not in any manner affect any of the other provisions hereof, and such other provisions shall remain in full force and effect.

19. No Reverter. No restriction or provision herein is intended to be or shall be construed as a condition subsequent or as creating any possibility of a reverter by violation thereof or otherwise.

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

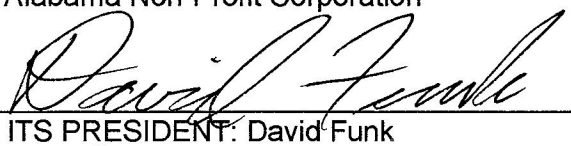
21. Effect of Violation of Mortgage Lien. No violation of any of the Oaks Covenants shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' or foreclosure sale shall be bound by and subject to The Oaks Covenants as fully as any other owner of any portion of the Property.

22. Certificate of Violation. In addition to any other rights or remedies available to the Association hereunder or at law or equity, the Association shall have the right to file in the Records of Shelby County, Alabama a Certificate or Notice of Violation of The Oaks Covenants (which violation shall include, without limitation, nonpayment of the Association Fees and/or failure to comply with Architectural Guidelines) upon failure to a Lot owner to correct a violation of The Oaks Covenants within thirty (30) days after written notice of the violation has been given by the Association to the Lot owner.

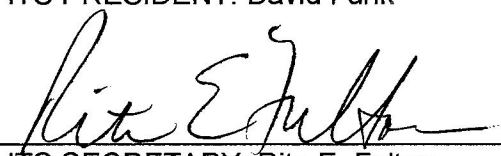
20021223000639550 Pg 10/10 41.00
Shelby Cnty Judge of Probate,AL
12/23/2002 09:13:00 FILED/CERTIFIED

IN WITNESS WHEREOF, the undersigned Association has hereunto caused this instrument to be executed by its authorized officers on the day and year first above written.

THE OAKS TOWNHOUSE ASSOCIATION, INC.
An Alabama Non-Profit Corporation



BY ITS PRESIDENT: David Funk



BY ITS SECRETARY: Rita E. Fulton