

STATE OF ALABAMA
TUSCALOOSA COUNTY

2004 27973
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W. Hardy McCallum - Probate Judge
Tuscaloosa County, Alabama

RESTRICTIVE COVENANTS AND EASEMENTS OF

WATERFORD GARDENS

KNOW ALL MEN BY THESE PRESENTS that the undersigned, SDW, INC., an Alabama corporation, is the owner of certain property upon which it intends to develop the subdivision known as WATERFORD GARDENS, a map or plat of which is recorded in Plat Book 2004 at Page 277, and is herein referred to as "Declarant"; and

WHEREAS, it is the intention and desire of the Declarant to develop the Subdivision as an exclusive residential subdivision; and

WHEREAS, for and in consideration of the enhancement of the value of said property, the Declarant does hereby restrict the lots in the Subdivision by placing against each and every lot and any open space or common area designated therein the restrictions and easements hereinafter set out and the Declarant covenants and agrees to be bound by all of the covenants, easements and restrictions hereinafter set forth and that all future deeds, covenants, rights of way, easements and other transfers of title shall be made subject to said restrictions, easements and covenants as hereinafter set out, to-wit:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a single-family dwelling. No building shall exceed one story in height and private garage for not less than two cars.

No more than two (2) unrelated persons may occupy or reside in any one (1) home. The Board of Directors of Waterford Place Homeowner's Association, Inc. shall have the authority to waive the foregoing restriction for any homeowner who can prove to the satisfaction of the Board of Directors that this restriction creates a substantial hardship for that owner.

2. The habitable floor area of the main residential structure exclusive of basements, porches, patios, and garages shall not be less than fourteen hundred seventy-two (1,472) square feet.

3. No building or fence shall be erected, placed or altered on any lot until the construction plans and specifications and a plat showing the location of the structure or fence have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Paragraph 23 hereof.

4. The owner of the lot shall own all fences installed upon a lot by the Developer. The owner shall be responsible for insuring, keeping, and maintaining in good repair that portion of the fence located upon the owner's lot; provided, however, that the exterior of any fence located at the front entrance of the Subdivision shall be maintained in good repair by the Homeowner's Association. Any fence deemed by the Board of Directors of Waterford Place Homeowner's Association or the Architectural Control Committee in need of repair shall be repaired within thirty days from the owner's receipt of notice of such needed repair. If such repairs are not satisfactorily made within thirty days, then the Architectural Control Committee or the Board of Directors shall cause the repairs to be made at the lot owners expense.

No chain link fences shall be permitted. Any fencing for the rear and side yards shall be 6 feet solid wood privacy fence with the finished side facing the street or other approved in writing by the Architectural Control Committee. No fences or walls shall be permitted in the front yards unless approved by the Architectural Control Committee. Fences must be constructed to permit reasonable access to utilities, or they must have gates to allow access. Fencing added after initial construction of a dwelling must conform to the same style as that of the connecting fences at the time of construction or shall be a six-foot high stockade type fence, and must be approved by the Architectural Control Committee.

5. The roof pitch for any one-story dwelling shall have a ratio of at least 7 vertically to 12 horizontally, and a two-story dwelling shall have a roof pitch with a ratio of at least 7 vertically to 12 horizontally.

6. All homes must have a minimum of two car garage with a garage door and automatic opener which shall remain closed at all times except when the garages are in use for entry or exit of vehicles, cleaning, repairing, or the like. At no time can the two car garage be converted to living space.

7. All buildings must be built brick including the gables. In some cases siding will be allowed under porches but only with written approval of the Architectural Control Committee.

8. No air conditioning/heating window units will be permitted.

No bird baths, frog ponds, flag poles, lawn sculptures, artificial plants, birdhouses, rock gardens, statues or similar types of accessories and lawn furnishings are permitted on any lot without approval of the Architectural Control Committee.

9. All roofing shingles shall be High Profile or High Definition. No regular three tab shingles will be permitted.

10. No immoral, improper, offensive or unlawful use shall be made of any lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Parking on the street shall not be allowed except that said parking shall be allowed for special events or for private parties.

11. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, and other household pets of a peaceful demeanor provided they are not kept, bred, or maintained for any commercial purpose. Owner shall not permit an animal to cause an unsanitary condition to exist.

12. No structure of a temporary character, trailer, tent, shack, storage building, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

13. All detached storage buildings and workshops shall be of the permanent type and the exterior of detached building shall match residential dwelling.

14. No lot shall allow accumulation of, or be used or maintained as a dumping ground for, rubbish, trash, garbage or other waste accumulated through normal residential use and the same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. No over-the-road vehicles, no commercial vehicles, no delivery vehicles including eighteen wheel tractor trailers, no heavy equipment and no other machinery shall be parked anywhere in the subdivision, except where necessary for construction purposes or delivery purposes on said lot.

16. No boats, campers, recreational vehicles, trailers, off road vehicles or motorcycles may be parked other than inside a garage or solid wooden privacy fence.

17. Except as may be approved in writing by the Architectural Control Committee, there shall be no exterior radio, television, electronic antennae, or any signal receiving device of any kind, erected or placed upon any building or lot (except a satellite dish antenna which may be located in the rear yard but out of view from the street at a height not to exceed the height of either side yard fence).

18. No oil or gas drilling, oil or gas development operations, oil or gas refining, quarrying or mining operations of any kind shall be permitted upon or in any lot or open space.

19. No lot shall be re-subdivided to create a lot containing fewer square feet than the smallest lot in the subdivision as originally platted. For the purpose of this paragraph, the word "re-subdivided" shall include any splitting or selling off any part of a platted lot by metes and bounds. Provided, however that this paragraph shall not be construed so as to prevent a lot from being divided by metes and bounds and thereby increasing the size of adjoining lots adjacent thereto.

20. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property during construction and sales period.

21. All mailboxes shall be constructed of brick matching the brick on the dwelling and shall be approved by the Architectural Control Committee.

22. A minimum of one (1) gas lantern shall be installed on the front of the dwelling and must be approved by the Architectural Control Committee.

23. ARCHITECTURAL CONTROL COMMITTEE. Each Subdivision shall have its own Architectural Control Committee. No building, fence, parking pad or growing hedge row shall be erected, placed or altered on any lot until the construction plans and specifications therefor, including the exterior color, material, and design of any building, including the roof and the mailbox unit, as well as a plan showing the location of the structure, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot and no change in the exterior color, material, or design of any building, including the roof, or of any mailbox unit, shall be made unless similarly approved. There shall not be any structure erected or built upon any lot, nor shall any structure existing be altered, remodeled, added to, or changed so as to affect the exterior thereof unless similarly approved by the Architectural Control Committee.

The Architectural Control Committee shall be composed of STEVEN D. WILLIAMS and TIFFANIE K. EZELL, and any other person or persons selected by them. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the

member of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time after the Declarant has divested itself of the ownership of all of the lots within a Subdivision, the then record owners of a majority of the lots in such Subdivision shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event that the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or, in any event, when no suit to enjoin the construction has been commenced prior to the completion of a building or dwelling thereon, approval will not be required and the related covenants and restrictions shall be deemed to have been fully complied with.

24. UTILITY AND DRAINAGE EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved and created as shown on the plat. There is hereby reserved, created and granted a blanket easement upon, across, over and under all of the areas upon which buildings and structures are not erected for members of the Architectural Control Committee, parties in privy with the members of said Committee, and invitees, servants or employees of said Committee, for the purpose of cutting grass, trimming shrubbery, pruning, edging, fertilizing, watering or otherwise caring for the lawn or other platted area and for the purpose of removing garbage, trash, rubbish or any of the things prohibited by paragraph 8 hereof. There is hereby reserved, created and granted a blanket easement upon, across, over and under all of the areas upon which buildings and structures are not erected for general surface drainage and for any subsurface drainage and drainage facilities installed by the Declarant, and for all utility companies for providing necessary utilities to any dwelling situated on any lot, for ingress, egress, installation, replacing, repairing and maintaining the same, including but not limited to water, garbage, sewers, gas, telephone, electricity and television transmission systems, and by virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary poles, wires and other necessary equipment and appliances on said property and to affix and maintain electrical and/or telephone wire, circuits, and conduits on, above, across and under the roofs and exterior walls of dwellings erected thereon. An easement is granted to all police, fire protection, ambulance and similar persons to enter upon all non-closed areas in the performance of their duties. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on said property except as initially provided and approved by the Declarant, or after all of the dwellings have been erected in the subdivision, then by the permission of the individual lot owners affected by such installation or relocation and with the approval of the Architectural Control Committee. In the event any utility company furnishing a service covered by the general easement herein provided shall request a specific easement by separate recordable document, Declarant shall have the right to grant such easement and it is further stipulated that the easements provided herein shall in no way affect any other recorded easement on said premises.

25. HOMEOWNERS ASSOCIATION. The Declarant has caused WATERFORD PLACE HOMEOWNERS ASSOCIATION, INC. to be formed. The Articles of Incorporation of the Association are filed in the Probate Office of Tuscaloosa County, Alabama in Incorporation Book 2004, at Page 5495. At the time of the execution of this instrument, the By-Laws are on file in the office of the Association.

The title to each lot in the Subdivision carries with it the right to cast one (1) vote, on the basis of one (1) vote per one (1) lot in the Subdivision, at any regularly or specially called meeting of the members of the Association. The membership in the Association shall be appurtenant to and may not be separated from ownership of lots in the Subdivision. It is anticipated that the Subdivision may contain certain open space and common areas, and that the streets and open spaces may have medians and ditches. Such areas may contain signage, street lights, shrubs, trees, bushes, grass and other landscaping. Also walls or fences may be constructed at the entrance of the Subdivision and along the boundary of the Subdivision.

The care and upkeep of the exterior of the walls and fences, if any, located at the entrances and along the boundaries of the Subdivision, street medians, open space, the Stormwater Detention Pond as designated on the plat of WATERFORD GARDENS (if not accepted for maintenance by Tuscaloosa County, Alabama), and any other common area of the Subdivision, as well as the payment of all utility bills associated with the signage, the open space, the common area, any street lights, grass maintenance and ditch maintenance shall be the responsibility of the Association and shall be governed by the Articles of Incorporation and By-Laws of the Association.

It is anticipated that additional real property owned by the Declarant, or to be acquired by the Declarant, may be developed as future phases of WATERFORD GARDENS. If such additional phases are developed, the lots in such future phases shall be made subject to these restrictive covenants and the owners of lots in such future phases shall become members of the Association. An appropriate declaration of annexation and merger shall be executed and recorded by the Declarant when such future phases, if any, are developed by the Declarant.

26. DURATION OF RESTRICTIVE COVENANTS. Except where permanent easements are hereby created, these covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from this date. These covenants will be automatically extended for successive periods of ten (10) years unless an instrument, in writing, signed by the owners of a majority of the lots in the Subdivision has been recorded, agreeing to change said covenants in whole or in part.

27. VIOLATION OF RESTRICTIONS. If the party hereto, or its successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him, or them, from so doing by injunctive relief or to recover damages for such violation. It is provided, however, that no violation shall ever work a reversion or forfeiture of title.

28. SIDEYARD EASEMENTS. The dwelling on each lot in Waterford Gardens may be built by the Declarant up to and upon either of the side boundary lines, which boundary line shall be known as the "zero setback line". A Sideyard Easement shall serve each dwelling. The Sideyard Easement shall be on the adjoining lot and immediately adjoining the lot along the zero setback line. The Sideyard Easement shall be a minimum of five (5) feet in width (measured from the zero setback line to no farther than the wall of the dwelling located on the adjoining lot) and shall extend the length of the zero setback line from the front of the lot to the rear wall of the dwelling; provided, however, that the Sideyard Easement in the front of a lot shall not extend into the parking pad or driveway of the adjacent lot as originally located by the

reconstructing, maintaining and repairing any common poured sidewalk or drainage flume, any connecting fence, wall or other structure on the Dominant Estate which abuts, adjoins or crosses the Sideyard Easement;

(c) permit reasonable drainage of water, drainage of air conditioning condensation, dryer vent exhaust and other emissions from the Dominant Estate over, upon, along, under and across the Sideyard Easement, and to maintain and repair any concrete flumes and pipe installed by the Declarant for such drainage purposes;

(d) in exercising the right of entry upon the Sideyard Easement as provided for above, the owner of the Dominant Estate agrees to utilize reasonable care not to damage any landscaping or other items existing in the easement area; provided, however, that the owner of the Dominant Estate shall not be responsible for damage to such landscaping or other items to the extent such damage could not be reasonably avoided in connection with such entry upon the easement area for authorized purposes and shall not be liable for damage to structures if they are built upon the easement so as to unreasonably interfere with repairs, maintenance or reconstruction of the wall, fence or the dwelling on the lot having the Dominant Estate.

The owner of the Servient Estate may use the Sideyard Easement for the purposes of planting, landscaping, installation and use of general landscape type structures, including such structures as benches, walks, patios, decks, fences or trellises, general recreation, access, drainage, and other visual, aesthetic and recreational purposes, and it shall be maintained by the owner of the Servient Estate. The owner of the Servient Estate further shall maintain the landscaping on any land lying between the Dominant Estate's building foundation and their mutual property line.

The owner of the Servient Estate shall not:

(a) place any structures on the Sideyard Easement in such a manner or such a location that the structure would unreasonably interfere with repair, maintenance or reconstruction of any wall, fence or the dwelling on the lot having the Dominant Estate. If the structure does interfere, the owner of the Dominant Estate will not be liable for any damage to a structure which is done in the course of repair, maintenance or reconstruction work done by the Dominant Estate;

(b) permit trees, shrubbery or other vegetation to grow on the Sideyard Easement which would cause damage to or interfere with the maintenance and repair of any wall, fence or the dwelling on the Dominant Estate;

(c) cause or permit any offensive contact (including without limitation thereto, any pounding or bouncing of objects) with any wall of the residence on the Dominant Estate which abuts, adjoins or crosses the Sideyard Easement;

(d) suffer or permit upon the Sideyard Easement any activities by household pets or other animals which would tend to cause damage to, or undermine support for, any wall, fence or other structure on the Dominant Estate which abuts, adjoins or crosses the Sideyard Easement;

(e) cause or permit to exist any open, uncontained fire, or the storage of any combustible material, on the Sideyard Easement;

(f) construct, erect or install any structure upon, across, over, under or within the Sideyard Easement or undertake any grading or fill or any other activity upon the Sideyard Easement

which is in violation of, or which would result in a violation of, any applicable governmental statute, ordinance, rule or regulation.

Except as may be allowed by the applicable building code, the owner of the Dominant Estate shall not construct, install or otherwise cause to be made any door or window in the residence on the Dominant Estate which abuts or adjoins the Sideyard Easement.

In the event of any dispute arising concerning the rights and obligations created by this Section, the owner of the Servient Estate and the owner of the Dominant Estate shall each choose one (1) arbitrator, who shall choose a third arbitrator, and the decision of a majority of all the arbitrators shall be binding upon such owners.

IN WITNESS WHEREOF, the said SDW, Inc., an Alabama corporation, has caused these presents to be executed by Steven D. Williams, its President, and attested by Joe Lindsay, Jr., its Secretary, on the 17th day of December, 2004.

ATTEST:

SDW, INC.

By: [Signature]
Its Secretary

By: [Signature]
Its President

STATE OF ALABAMA

TUSCALOOSA COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that STEVEN D. WILLIAMS, whose name as President of SDW, INC., an Alabama corporation, 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 17th day of December, 2004.

[Signature]
Notary Public

My Commissions Expires:

2-6-06

INSTRUMENT PREPARED BY:
William J. Donald, III
Donald, Randall & Donald
P.O. Box 2155
Tuscaloosa, AL 35403
205-758-2585

SOURCE OF TITLE

DEED BK 2002 PAGE 18342-18346

2004 27980
Recorded in the Above
DEED Book & Page
12-20-2004 09:22:06 AM
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W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama
Book/Pa: 2004/27973
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Tran: 5433.391352.457376
Recorded: 12-20-2004 09:23:01
PIF Probate Judge Fee 2.00
REC Recording Fee 21.00
SOT Source of Title 1.00
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STATE OF ALABAMA
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02-08-2005 02:25:35 PM
Serial of Title: 2002 / 18342
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RESTRICTIVE COVENANTS AND EASEMENTS OF

WATERFORD GARDENS

(AMENDED)

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The Committee's approval or disapproval as required in these covenants shall be in writing. In the event that the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or, in any event, when no suit to enjoin the construction has been commenced prior to the completion of a building or dwelling thereon, approval will not be required and the related covenants and restrictions shall be deemed to have been fully complied with.

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25. HOMEOWNERS ASSOCIATION. The Declarant has caused WATERFORD PLACE HOMEOWNERS ASSOCIATION, INC. to be formed. The Articles of Incorporation of the Association are filed in the Probate Office of Tuscaloosa County, Alabama in Incorporation Book _____, at Page _____. At the time of the execution of this instrument, the By-Laws are on file in the office of the Association.

The title to each lot in the Subdivision carries with it the right to cast one (1) vote, on the basis of one (1) vote per one (1) lot in the Subdivision, at any regularly or specially called meeting of the members of the Association. The membership in the Association shall be appurtenant to and may not be separated from ownership of lots in the Subdivision. It is anticipated that the Subdivision may contain certain open space and common areas, and that the streets and open spaces may have medians and ditches. Such areas may contain signage, street lights, shrubs, trees, bushes, grass and other landscaping. Also walls or fences may be constructed at the entrance of the Subdivision and along the boundary of the Subdivision.

The care and upkeep of the exterior of the walls and fences, if any, located at the entrances and along the boundaries of the Subdivision, street medians, open space, the Stormwater Detention Pond as designated on the plat of WATERFORD GARDENS (if not accepted for maintenance by Tuscaloosa County, Alabama), and any other common area of the Subdivision, as well as the payment of all utility bills associated with the signage, the open space, the common area, any street lights, grass maintenance and ditch maintenance shall be the responsibility of the Association and shall be governed by the Articles of Incorporation and By-Laws of the Association.

It is anticipated that additional real property owned by the Declarant, or to be acquired by the Declarant, may be developed as future phases of WATERFORD GARDENS. If such additional phases are developed, the lots in such future phases shall be made subject to these restrictive covenants and the owners of lots in such future phases shall become members of the Association. An appropriate declaration of annexation and merger shall be executed and recorded by the Declarant when such future phases, if any, are developed by the Declarant.

26. DURATION OF RESTRICTIVE COVENANTS. Except where permanent easements are hereby created, these covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from this date. These covenants will be automatically extended for successive periods of ten (10) years unless an instrument, in writing, signed by the owners of a majority of the lots in the Subdivision has been recorded, agreeing to change said covenants in whole or in part.

27. VIOLATION OF RESTRICTIONS. If the party hereto, or its successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him, or them, from so doing by injunctive relief or to recover damages for such violation. It is provided, however, that no violation shall ever work a reversion or forfeiture of title.

28. SIDEYARD EASEMENTS. The dwelling on each lot in Waterford Gardens may be built by the Declarant up to and upon either of the side boundary lines, which boundary line shall be known as the "zero setback line". A Sideyard Easement shall serve each dwelling. The Sideyard Easement shall be on the adjoining lot and immediately adjoining the lot along the zero setback line. The Sideyard Easement shall be a minimum of five (5) feet in width (measured from the zero setback line to no farther than the wall of the dwelling located on the adjoining lot) and shall extend the length of the zero setback line from the front of the lot to the rear wall of the dwelling; provided, however, that the Sideyard Easement in the front of a lot shall not extend into the parking pad or driveway of the adjacent lot as originally located by the

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Declarant. In the event that the dwelling is located more than twelve (12) inches from the side boundary line, the Sideyard Easement shall be limited in width to that necessary to provide an area five (5) feet in width from such dwelling.

The Sideyard Easement serving a dwelling shall be known as the Dominant Estate. The lot across which the Sideyard Easement lies shall be known as the Servient Estate.

The Sideyard Easement shall be used for maintenance and repair purposes by the owner of the Dominant Estate, and neither the whole or any part thereof, nor any right to use and enjoy the whole or any part thereof, shall be sold, mortgaged, leased, rented or otherwise granted and conveyed separate and apart from the Dominant Estate.

The owner of the Dominant Estate shall not:

(a) permit eaves, light fixtures, gutters or overhangs of the dwelling to extend more than twenty-four (24) inches into the Sideyard Easement;

(b) suffer or permit any waste upon the Sideyard Easement, except drainage of air conditioning condensation and dryer vent exhaust;

(c) undertake any use of or affix any object to any wall, fence or other structure on the Servient Estate which abuts, adjoins or crosses the Sideyard Easement;

(d) undertake any grading that would tend to prevent proper drainage of the Sideyard Easement, or to promote soil erosion or to undermine support for the foundation of any wall, fence or other structure on the Servient Estate which abuts or adjoins the Sideyard Easement;

(e) place or permit the accumulation of any soil or fill material against any wall, fence or other structure on the Servient Estate which abuts adjoins or crosses the Sideyard Easement to a height which exceeds original grade;

(f) cause, suffer or permit any damage to any utility lines located within the Sideyard Easement, or interrupt or interfere with the maintenance and repair thereof;

(g) construct, erect or install any structure upon, across, over, under or within the Sideyard Easement or undertake any grading or fill or any other activity upon the Sideyard Easement which is in violation of, or which would result in a violation of, any applicable governmental statute, ordinance, rule or regulation.

There shall be reserved to the owner of the Dominant Estate with the respect to the Sideyard Easement the right to:

(a) cause or permit the foundations of the dwelling constructed upon the Dominant Estate to extend under the Sideyard Easement (below finished grade) and to cause or permit the eaves, lighting fixtures, and gutters, if any, of the dwelling constructed on the Dominant Estate to extend over the Sideyard Easement at heights no less than as such as eaves, lighting fixtures, and gutters are originally constructed; and extensions of no greater than twenty-four (24) inches; provided that no such gutters shall be permitted which cause or lead to excess water run-off and drainage upon the Sideyard Easement that results in erosion of the surface thereof;

(b) enter upon the Sideyard Easement at reasonable times and under reasonable circumstances for the purpose of constructing,

reconstructing, maintaining and repairing any common poured sidewalk or drainage flume, any connecting fence, wall or other structure on the Dominant Estate which abuts, adjoins or crosses the Sideyard Easement;

(c) permit reasonable drainage of water, drainage of air conditioning condensation, dryer vent exhaust and other emissions from the Dominant Estate over, upon, along, under and across the Sideyard Easement, and to maintain and repair any concrete flumes and pipe installed by the Declarant for such drainage purposes;

(d) in exercising the right of entry upon the Sideyard Easement as provided for above, the owner of the Dominant Estate agrees to utilize reasonable care not to damage any landscaping or other items existing in the easement area; provided, however, that the owner of the Dominant Estate shall not be responsible for damage to such landscaping or other items to the extent such damage could not be reasonably avoided in connection with such entry upon the easement area for authorized purposes and shall not be liable for damage to structures if they are built upon the easement so as to unreasonably interfere with repairs, maintenance or reconstruction of the wall, fence or the dwelling on the lot having the Dominant Estate.

The owner of the Servient Estate may use the Sideyard Easement for the purposes of planting, landscaping, installation and use of general landscape type structures, including such structures as benches, walks, patios, decks, fences or trellises, general recreation, access, drainage, and other visual, aesthetic and recreational purposes, and it shall be maintained by the owner of the Servient Estate. The owner of the Servient Estate further shall maintain the landscaping on any land lying between the Dominant Estate's building foundation and their mutual property line.

The owner of the Servient Estate shall not:

(a) place any structures on the Sideyard Easement in such a manner or such a location that the structure would unreasonably interfere with repair, maintenance or reconstruction of any wall, fence or the dwelling on the lot having the Dominant Estate. If the structure does interfere, the owner of the Dominant Estate will not be liable for any damage to a structure which is done in the course of repair, maintenance or reconstruction work done by the Dominant Estate;

(b) permit trees, shrubbery or other vegetation to grow on the Sideyard Easement which would cause damage to or interfere with the maintenance and repair of any wall, fence or the dwelling on the Dominant Estate;

(c) cause or permit any offensive contact (including without limitation thereto, any pounding or bouncing of objects) with any wall of the residence on the Dominant Estate which abuts, adjoins or crosses the Sideyard Easement;

(d) suffer or permit upon the Sideyard Easement any activities by household pets or other animals which would tend to cause damage to, or undermine support for, any wall, fence or other structure on the Dominant Estate which abuts, adjoins or crosses the Sideyard Easement;

(e) cause or permit to exist any open, uncontained fire, or the storage of any combustible material, on the Sideyard Easement;

(f) construct, erect or install any structure upon, across, over, under or within the Sideyard Easement or undertake any grading or fill or any other activity upon the Sideyard Easement

which is in violation of, or which would result in a violation of,
any applicable governmental statute, ordinance, rule or regulation.

Except as may be allowed by the applicable building code, the owner of the Dominant Estate shall not construct, install or otherwise cause to be made any door or window in the residence on the Dominant Estate which abuts or adjoins the Sideyard Easement.

In the event of any dispute arising concerning the rights and obligations created by this Section, the owner of the Servient Estate and the owner of the Dominant Estate shall each choose one (1) arbitrator, who shall choose a third arbitrator, and the decision of a majority of all the arbitrators shall be binding upon such owners.

This instrument amends the Restrictive Covenants and Easements of Waterford Gardens recorded in Deed Book 2005 at Page 1506 in the Tuscaloosa County Probate Office.

IN WITNESS WHEREOF, the said SDW, Inc., an Alabama corporation, has caused these presents to be executed by Steven D. Williams, its President, on the 8th day of February, 2005.

SDW., INC.

By: [Signature]
Its President

STATE OF ALABAMA

TUSCALOOSA COUNTY

I, the undersigned authority, a Notary Public in and for the State of Alabama, do hereby certify that STEVEN D. WILLIAMS, whose name as President of SDW, INC., an Alabama corporation, 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 officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 21 day
of February, 2005.

Sherrie A. Pruitt
Notary Public

My Commissions Expires:

INSTRUMENT PREPARED BY:
William J. Donald, III
Donald, Randall & Donald
P.O. Box 2155
Tuscaloosa, AL 35403
205-758-2585

SOURCE OF TITLE:
Deed Book 2002 at Page 18342

2005 3195
Recorded in the Above
DEED Book & Page
02-09-2005 02:25:35 PM
Source Of Title: 2002 / 18342
1st Chap and 1st or 2nd Judge
EVENWOOD Co. WYLLIAMS,
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is known to me
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PJF Probate Judge Fee 2.00
REC Recording Fee 21.00
is the 2nd day
Source of title 1.00
Total Fees: \$ 24.00

STATE OF ALABAMA
TUSCALOOSA COUNTY

2005 5534
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DEED Book & Page
03-15-2005 12:12:52 PM
Source of Title: 202 / 18342
W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

AMENDMENT TO RESTRICTIVE COVENANTS
AND EASEMENTS OF WATERFORD GARDENS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, SDW, INC., an Alabama corporation, as the owner and developer of the subdivision known as Waterford Gardens, a map or plat of which is recorded in Plat Book 2004 at Page 277, shall and does hereby amend the Restrictive Covenants and Easements of Waterford Gardens as last recorded and amended in Deed Book 2005 at Page 3188 of the Probate Office of Tuscaloosa County, Alabama, to add thereto the following restriction:

29. No piers, docks or other types of structures shall be built adjacent to the lake. Property beyond the rear lot line is reserved open space and no structures shall be built in this area. This area shall be kept clean of debris, trash, and large vegetative growth by adjacent property owners until the Homeowners Association is established at which time the Association will maintain the open space. No livestock of any type (for example, ducks, geese, etc.) shall be placed in the lake.

IN WITNESS WHEREOF, the said SDW, Inc., an Alabama corporation, has caused this Amendment to be executed by Steven D. Williams, its President, on the 14th day of March, 2005.

SDW, INC.

By: [Signature]
Its President

STATE OF ALABAMA
TUSCALOOSA COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that STEVEN D. WILLIAMS, whose name as President of SDW, INC., an Alabama corporation, 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 14th day of March, 2005.

[Signature]
Notary Public

My Commission Expires:

1-11-09

INSTRUMENT PREPARED BY:
William J. Donald, III
Donald, Randall & Donald
P.O. Box 2155
Tuscaloosa, AL 35403
205-758-2585

Book/Pg: 2005/5534
Term/Cashier: SCAN: / karenl
Tran: 5637.400643.470022
Recorded: 03-15-2005 12:13:14
PJF Probate Judge Fee 2.00
REC Recording Fee 3.50
SOT Source of Title 1.00
Total Fees: \$ 6.50

SOURCE OF TITLE:
Deed Book 2002 at Page 18342

STATE OF ALABAMA
TUSCALOOSA COUNTY

2005 1506
Recorded in the Above
DEED Book & Page
01-21-2005 03:01:44 PM
Source Of Title: 2002 / 18342
W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

RESTRICTIVE COVENANTS AND EASEMENTS OF

SOURCE OF TITLE

WATERFORD GARDENS

DEED BK. 2002 PAGE 18342 (AMENDED)

KNOW ALL MEN BY THESE PRESENTS that the undersigned, SDW, INC., an Alabama corporation, is the owner of certain property upon which it intends to develop the subdivision known as WATERFORD GARDENS, a map or plat of which is recorded in Plat Book 2004 at Page 277, and is herein referred to as "Declarant"; and

WHEREAS, it is the intention and desire of the Declarant to develop the Subdivision as an exclusive residential subdivision; and

WHEREAS, for and in consideration of the enhancement of the value of said property, the Declarant does hereby restrict the lots in the Subdivision by placing against each and every lot and any open space or common area designated therein the restrictions and easements hereinafter set out and the Declarant covenants and agrees to be bound by all of the covenants, easements and restrictions hereinafter set forth and that all future deeds, covenants, rights of way, easements and other transfers of title shall be made subject to said restrictions, easements and covenants as hereinafter set out, to-wit:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a single-family dwelling. No building shall exceed one story in height and private garage for not less than two cars.

No more than two (2) unrelated persons may occupy or reside in any one (1) home. The Board of Directors of Waterford Place Homeowner's Association, Inc. shall have the authority to waive the foregoing restriction for any homeowner who can prove to the satisfaction of the Board of Directors that this restriction creates a substantial hardship for that owner.

2. The habitable floor area of the main residential structure exclusive of basements, porches, patios, and garages shall not be less than fourteen hundred (1,400) square feet.

3. No building or fence shall be erected, placed or altered on any lot until the construction plans and specifications and a plat showing the location of the structure or fence have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Paragraph 23 hereof.

4. The owner of the lot shall own all fences installed upon a lot by the Developer. The owner shall be responsible for insuring, keeping, and maintaining in good repair that portion of the fence located upon the owner's lot; provided, however, that the exterior of any fence located at the front entrance of the Subdivision shall be maintained in good repair by the Homeowner's Association. Any fence deemed by the Board of Directors of Waterford Place Homeowner's Association or the Architectural Control Committee in need of repair shall be repaired within thirty days from the owner's receipt of notice of such needed repair. If such repairs are not satisfactorily made within thirty days, then the Architectural Control Committee or the Board of Directors shall cause the repairs to be made at the lot owners expense.

No chain link fences shall be permitted. Any fencing for the rear and side yards shall be 6 feet solid wood privacy fence with the finished side facing the street or other approved in writing by the Architectural Control Committee. No fences or walls shall be permitted in the front yards unless approved by the Architectural Control Committee. Fences must be constructed to permit reasonable access to utilities, or they must have gates to allow access. Fencing added after initial construction of a dwelling must conform to the same style as that of the connecting fences at the time of construction or shall be a six-foot high stockade type fence, and must be approved by the Architectural Control Committee.

5. The roof pitch for any one-story dwelling shall have a ratio of at least 7 vertically to 12 horizontally, and a two-story dwelling shall have a roof pitch with a ratio of at least 7 vertically to 12 horizontally.

6. All homes must have a minimum of two car garage with a garage door and automatic opener which shall remain closed at all times except when the garages are in use for entry or exit of vehicles, cleaning, repairing, or the like. At no time can the two car garage be converted to living space.

7. All buildings must be built brick including the gables. In some cases siding will be allowed under porches but only with written approval of the Architectural Control Committee.

8. No air conditioning/heating window units will be permitted.

No bird baths, frog ponds, flag poles, lawn sculptures, artificial plants, birdhouses, rock gardens, statutes or similar types of accessories and lawn furnishings are permitted on any lot without approval of the Architectural Control Committee.

9. All roofing shingles shall be High Profile or High Definition. No regular three tab shingles will be permitted.

10. No immoral, improper, offensive or unlawful use shall be made of any lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Parking on the street shall not be allowed except that said parking shall be allowed for special events or for private parties.

11. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, and other household pets of a peaceful demeanor provided they are not kept, bred, or maintained for any commercial purpose. Owner shall not permit an animal to cause an unsanitary condition to exist.

12. No structure of a temporary character, trailer, tent, shack, storage building, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

13. All detached storage buildings and workshops shall be of the permanent type and the exterior of detached building shall match residential dwelling.

14. No lot shall allow accumulation of, or be used or maintained as a dumping ground for, rubbish, trash, garbage or other waste accumulated through normal residential use and the same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. No over-the-road vehicles, no commercial vehicles, no delivery vehicles including eighteen wheel tractor trailers, no heavy equipment and no other machinery shall be parked anywhere in the subdivision, except where necessary for construction purposes or delivery purposes on said lot.

16. No boats, campers, recreational vehicles, trailers, off road vehicles or motorcycles may be parked other than inside a garage or solid wooden privacy fence.

17. Except as may be approved in writing by the Architectural Control Committee, there shall be no exterior radio, television, electronic antennae, or any signal receiving device of any kind, erected or placed upon any building or lot (except a satellite dish antenna which may be located in the rear yard but out of view from the street at a height not to exceed the height of either side yard fence).

18. No oil or gas drilling, oil or gas development operations, oil or gas refining, quarrying or mining operations of any kind shall be permitted upon or in any lot or open space.

19. No lot shall be re-subdivided to create a lot containing fewer square feet than the smallest lot in the subdivision as originally platted. For the purpose of this paragraph, the word "re-subdivided" shall include any splitting or selling off any part of a platted lot by metes and bounds. Provided, however that this paragraph shall not be construed so as to prevent a lot from being divided by metes and bounds and thereby increasing the size of adjoining lots adjacent thereto.

20. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property during construction and sales period.

21. All mailboxes shall be constructed of brick matching the brick on the dwelling and shall be approved by the Architectural Control Committee.

22. A minimum of one (1) gas lantern shall be installed on the front of the dwelling and must be approved by the Architectural Control Committee.

23. ARCHITECTURAL CONTROL COMMITTEE. Each Subdivision shall have its own Architectural Control Committee. No building, fence, parking pad or growing hedge row shall be erected, placed or altered on any lot until the construction plans and specifications therefor, including the exterior color, material, and design of any building, including the roof and the mailbox unit, as well as a plan showing the location of the structure, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot and no change in the exterior color, material, or design of any building, including the roof, or of any mailbox unit, shall be made unless similarly approved. There shall not be any structure erected or built upon any lot, nor shall any structure existing be altered, remodeled, added to, or changed so as to affect the exterior thereof unless similarly approved by the Architectural Control Committee.

The Architectural Control Committee shall be composed of STEVEN D. WILLIAMS and TIFFANIE K. EZELL, and any other person or persons selected by them. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the

- 4 -

member of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time after the Declarant has divested itself of the ownership of all of the lots within a Subdivision, the then record owners of a majority of the lots in such Subdivision shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event that the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or, in any event, when no suit to enjoin the construction has been commenced prior to the completion of a building or dwelling thereon, approval will not be required and the related covenants and restrictions shall be deemed to have been fully complied with.

24. UTILITY AND DRAINAGE EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved and created as shown on the plat. There is hereby reserved, created and granted a blanket easement upon, across, over and under all of the areas upon which buildings and structures are not erected for members of the Architectural Control Committee, parties in privity with the members of said Committee, and invitees, servants or employees of said Committee, for the purpose of cutting grass, trimming shrubbery, pruning, edging, fertilizing, watering or otherwise caring for the lawn or other platted area and for the purpose of removing garbage, trash, rubbish or any of the things prohibited by paragraph 8 hereof. There is hereby reserved, created and granted a blanket easement upon, across, over and under all of the areas upon which buildings and structures are not erected for general surface drainage and for any subsurface drainage and drainage facilities installed by the Declarant, and for all utility companies for providing necessary utilities to any dwelling situated on any lot, for ingress, egress, installation, replacing, repairing and maintaining the same, including but not limited to water, garbage, sewers, gas, telephone, electricity and television transmission systems, and by virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary poles, wires and other necessary equipment and appliances on said property and to affix and maintain electrical and/or telephone wire, circuits, and conduits on, above, across and under the roofs and exterior walls of dwellings erected thereon. An easement is granted to all police, fire protection, ambulance and similar persons to enter upon all non-closed areas in the performance of their duties. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on said property except as initially provided and approved by the Declarant, or after all of the dwellings have been erected in the subdivision, then by the permission of the individual lot owners affected by such installation or relocation and with the approval of the Architectural Control Committee. In the event any utility company furnishing a service covered by the general easement herein provided shall request a specific easement by separate recordable document, Declarant shall have the right to grant such easement and it is further stipulated that the easements provided herein shall in no way affect any other recorded easement on said premises.

25. HOMEOWNERS ASSOCIATION. The Declarant has caused WATERFORD PLACE HOMEOWNERS ASSOCIATION, INC. to be formed. The Articles of Incorporation of the Association are filed in the Probate Office of Tuscaloosa County, Alabama in Incorporation Book _____, at Page _____. At the time of the execution of this instrument, the By-Laws are on file in the office of the Association.

The title to each lot in the Subdivision carries with it the right to cast one (1) vote, on the basis of one (1) vote per one (1) lot in the Subdivision, at any regularly or specially called meeting of the members of the Association. The membership in the Association shall be appurtenant to and may not be separated from ownership of lots in the Subdivision. It is anticipated that the Subdivision may contain certain open space and common areas, and that the streets and open spaces may have medians and ditches. Such areas may contain signage, street lights, shrubs, trees, bushes, grass and other landscaping. Also walls or fences may be constructed at the entrance of the Subdivision and along the boundary of the Subdivision.

The care and upkeep of the exterior of the walls and fences, if any, located at the entrances and along the boundaries of the Subdivision, street medians, open space, the Stormwater Detention Pond as designated on the plat of WATERFORD GARDENS (if not accepted for maintenance by Tuscaloosa County, Alabama), and any other common area of the Subdivision, as well as the payment of all utility bills associated with the signage, the open space, the common area, any street lights, grass maintenance and ditch maintenance shall be the responsibility of the Association and shall be governed by the Articles of Incorporation and By-Laws of the Association.

It is anticipated that additional real property owned by the Declarant, or to be acquired by the Declarant, may be developed as future phases of WATERFORD GARDENS. If such additional phases are developed, the lots in such future phases shall be made subject to these restrictive covenants and the owners of lots in such future phases shall become members of the Association. An appropriate declaration of annexation and merger shall be executed and recorded by the Declarant when such future phases, if any, are developed by the Declarant.

26. DURATION OF RESTRICTIVE COVENANTS. Except where permanent easements are hereby created, these covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from this date. These covenants will be automatically extended for successive periods of ten (10) years unless an instrument, in writing, signed by the owners of a majority of the lots in the Subdivision has been recorded, agreeing to change said covenants in whole or in part.

27. VIOLATION OF RESTRICTIONS. If the party hereto, or its successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him, or them, from so doing by injunctive relief or to recover damages for such violation. It is provided, however, that no violation shall ever work a reversion or forfeiture of title.

28. SIDEYARD EASEMENTS. The dwelling on each lot in Waterford Gardens may be built by the Declarant up to and upon either of the side boundary lines, which boundary line shall be known as the "zero setback line". A Sideyard Easement shall serve each dwelling. The Sideyard Easement shall be on the adjoining lot and immediately adjoining the lot along the zero setback line. The Sideyard Easement shall be a minimum of five (5) feet in width (measured from the zero setback line to no farther than the wall of the dwelling located on the adjoining lot) and shall extend the length of the zero setback line from the front of the lot to the rear wall of the dwelling; provided, however, that the Sideyard Easement in the front of a lot shall not extend into the parking pad or driveway of the adjacent lot as originally located by the

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Declarant. In the event that the dwelling is located more than twelve (12) inches from the side boundary line, the Sideyard Easement shall be limited in width to that necessary to provide an area five (5) feet in width from such dwelling.

The Sideyard Easement serving a dwelling shall be known as the Dominant Estate. The lot across which the Sideyard Easement lies shall be known as the Servient Estate.

The Sideyard Easement shall be used for maintenance and repair purposes by the owner of the Dominant Estate, and neither the whole or any part thereof, nor any right to use and enjoy the whole or any part thereof, shall be sold, mortgaged, leased, rented or otherwise granted and conveyed separate and apart from the Dominant Estate.

The owner of the Dominant Estate shall not:

(a) permit eaves, light fixtures, gutters or overhangs of the dwelling to extend more than twenty-four (24) inches into the Sideyard Easement;

(b) suffer or permit any waste upon the Sideyard Easement, except drainage of air conditioning condensation and dryer vent exhaust;

(c) undertake any use of or affix any object to any wall, fence or other structure on the Servient Estate which abuts, adjoins or crosses the Sideyard Easement;

(d) undertake any grading that would tend to prevent proper drainage of the Sideyard Easement, or to promote soil erosion or to undermine support for the foundation of any wall, fence or other structure on the Servient Estate which abuts or adjoins the Sideyard Easement;

(e) place or permit the accumulation of any soil or fill material against any wall, fence or other structure on the Servient Estate which abuts adjoins or crosses the Sideyard Easement to a height which exceeds original grade;

(f) cause, suffer or permit any damage to any utility lines located within the Sideyard Easement, or interrupt or interfere with the maintenance and repair thereof;

(g) construct, erect or install any structure upon, across, over, under or within the Sideyard Easement or undertake any grading or fill or any other activity upon the Sideyard Easement which is in violation of, or which would result in a violation of, any applicable governmental statute, ordinance, rule or regulation.

There shall be reserved to the owner of the Dominant Estate with the respect to the Sideyard Easement the right to:

(a) cause or permit the foundations of the dwelling constructed upon the Dominant Estate to extend under the Sideyard Easement (below finished grade) and to cause or permit the eaves, lighting fixtures, and gutters, if any, of the dwelling constructed on the Dominant Estate to extend over the Sideyard Easement at heights no less than as such as eaves, lighting fixtures, and gutters are originally constructed; and extensions of no greater than twenty-four (24) inches; provided that no such gutters shall be permitted which cause or lead to excess water run-off and drainage upon the Sideyard Easement that results in erosion of the surface thereof;

(b) enter upon the Sideyard Easement at reasonable times and under reasonable circumstances for the purpose of constructing,

reconstructing, maintaining and repairing any common poured sidewalk or drainage flume, any connecting fence, wall or other structure on the Dominant Estate which abuts, adjoins or crosses the Sideyard Easement;

(c) permit reasonable drainage of water, drainage of air conditioning condensation, dryer vent exhaust and other emissions from the Dominant Estate over, upon, along, under and across the Sideyard Easement, and to maintain and repair any concrete flumes and pipe installed by the Declarant for such drainage purposes;

(d) in exercising the right of entry upon the Sideyard Easement as provided for above, the owner of the Dominant Estate agrees to utilize reasonable care not to damage any landscaping or other items existing in the easement area; provided, however, that the owner of the Dominant Estate shall not be responsible for damage to such landscaping or other items to the extent such damage could not be reasonably avoided in connection with such entry upon the easement area for authorized purposes and shall not be liable for damage to structures if they are built upon the easement so as to unreasonably interfere with repairs, maintenance or reconstruction of the wall, fence or the dwelling on the lot having the Dominant Estate.

The owner of the Servient Estate may use the Sideyard Easement for the purposes of planting, landscaping, installation and use of general landscape type structures, including such structures as benches, walks, patios, decks, fences or trellises, general recreation, access, drainage, and other visual, aesthetic and recreational purposes, and it shall be maintained by the owner of the Servient Estate. The owner of the Servient Estate further shall maintain the landscaping on any land lying between the Dominant Estate's building foundation and their mutual property line.

The owner of the Servient Estate shall not:

(a) place any structures on the Sideyard Easement in such a manner or such a location that the structure would unreasonably interfere with repair, maintenance or reconstruction of any wall, fence or the dwelling on the lot having the Dominant Estate. If the structure does interfere, the owner of the Dominant Estate will not be liable for any damage to a structure which is done in the course of repair, maintenance or reconstruction work done by the Dominant Estate;

(b) permit trees, shrubbery or other vegetation to grow on the Sideyard Easement which would cause damage to or interfere with the maintenance and repair of any wall, fence or the dwelling on the Dominant Estate;

(c) cause or permit any offensive contact (including without limitation thereto, any pounding or bouncing of objects) with any wall of the residence on the Dominant Estate which abuts, adjoins or crosses the Sideyard Easement;

(d) suffer or permit upon the Sideyard Easement any activities by household pets or other animals which would tend to cause damage to, or undermine support for, any wall, fence or other structure on the Dominant Estate which abuts, adjoins or crosses the Sideyard Easement;

(e) cause or permit to exist any open, uncontained fire, or the storage of any combustible material, on the Sideyard Easement;

(f) construct, erect or install any structure upon, across, over, under or within the Sideyard Easement or undertake any grading or fill or any other activity upon the Sideyard Easement

which is in violation of, or which would result in a violation of, any applicable governmental statute, ordinance, rule or regulation.

Except as may be allowed by the applicable building code, the owner of the Dominant Estate shall not construct, install or otherwise cause to be made any door or window in the residence on the Dominant Estate which abuts or adjoins the Sideyard Easement.

In the event of any dispute arising concerning the rights and obligations created by this Section, the owner of the Servient Estate and the owner of the Dominant Estate shall each choose one (1) arbitrator, who shall choose a third arbitrator, and the decision of a majority of all the arbitrators shall be binding upon such owners.

This instrument amends the Restrictive Covenants and Easements of Waterford Gardens recorded in Deed Book 2004 at Page 27973 in the Tuscaloosa County Probate Office.

IN WITNESS WHEREOF, the said SDW, Inc., an Alabama corporation, has caused these presents to be executed by Steven D. Williams, its President, on the 21st day of January, 2005.

SDW, INC.
By: [Signature]
Its President

STATE OF ALABAMA

TUSCALOOSA COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that STEVEN D. WILLIAMS, whose name as President of SDW, INC., an Alabama corporation, 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 21st day of January, 2005.

[Signature]
Notary Public

My Commissions Expires:

1-11-06

INSTRUMENT PREPARED BY:
William J. Donald, III
Donald, Randall & Donald
P.O. Box 2155
Tuscaloosa, AL 35403
205-758-2585

Book/Pg: 2005/1506
Term/Cashier: SCANI / patsyv
Tran: 5508.394852.462236
Recorded: 01-21-2005 15:02:57
PJF Probate Judge Fee 2.00
REC Recording Fee 21.00
SOT Source of Title 1.00
Total Fees: \$ 24.00