

STATE OF ALABAMA
COUNTY OF TUSCALOOSA

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W. Hardy McCallum - Probate Judge
Tuscaloosa County, Alabama

DECLARATION OF RESTRICTIONS AND PROTECTIVE
COVENANTS AGREEMENT
(Sherwood Drive Condominiums)

This DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS AGREEMENT (hereinafter referred to as the "Agreement" or "Declaration") is made and entered into as of the 19 day of January, 2010, by The Musgrove Group, L.L.C., an Alabama limited liability company, (hereinafter referred to as "MUSGROVE GROUP"), AND/OR THEIR ASSIGNS, (hereinafter collectively referred to as "Declarant")

WITNESSETH:

WHEREAS, MUSGROVE GROUP is the owner of certain real property located on 48 Sherwood Drive, Tuscaloosa, Alabama known as Sherwood Drive Condominiums (collectively referred to as the "Developer Site" or "Sherwood" or "The Property" and described on Exhibit "A" hereto) and MUSGROVE GROUP is the developer of that certain real property described herein above; and recorded at Plat Book 2010 Page 1 in Tuscaloosa County, Alabama in the Office of the Judge of Probate

WHEREAS, the Declarant hereby adopts for this Development, the following covenants, conditions and restrictions.

NOW, the Declarant hereby declares that Sherwood be held, conveyed, encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, conditions and restrictions, easements, charges and liens herein set forth:

ARTICLE I
DEFINITIONS

Approved Plans - Plans that have been approved by MUSGROVE GROUP in accordance with the provisions of this Agreement and that meet the requirements of and have obtained approval of all applicable governmental and administrative authorities, boards, bureaus and agencies.

Board or Board of Directors -the Board of Directors of Sherwood Drive Condominiums Homeowners Association, Inc. (hereinafter also referred to as "Officers")

By-Laws- the duly adopted by-laws of Sherwood Drive Condominiums Homeowners Association, Inc.

Common Area or Community Facilities – all open areas for all of Sherwood and the parking lot and specifically that portion that is owned or maintained by the Association for the benefit, use and enjoyment of its members, together with all improvements located thereon and all personal property incidental thereto which will be owned by the Association, including but not limited to all frontage, back and side yards, parking facilities, garbage dumps and sidewalks.

Common Area Maintenance Expenses - The expenses incurred by Sherwood Drive Condominiums Homeowners Association, Inc. for the upkeep and maintenance of the Common Area.

Control Period – the period of time beginning with the execution and recordation of this Agreement and ending upon the first of the following: a) thirty days after one hundred percent of the units have been conveyed by the Developer to persons other than the Developer; or b) the date that the Developer informs in writing and via recordation of the transfer of control to The Review Committee.

Declaration – this Declaration of Restrictions and Protective Covenants.

Developer Site - The entire development located on 48 Sherwood Drive in Tuscaloosa, Alabama, as shown on Exhibit "A" which is attached hereto and made a part hereof.

Dwelling – same as a Unit; a separate designated living unit.

Sherwood Drive Condominiums Homeowners Association, Inc. - An Alabama non profit corporation whose membership is composed of all of the owners of the single family residential units in Sherwood (hereinafter "Association" or "Sherwood Condos Association")

Sherwood Drive Condominiums Plat - That certain Map of Sherwood as recorded in the

Member – every person, group of persons or entity who holds owns a unit.
Parcel – That area known as the Developer Site.

Sherwood Review Committee - Shall mean a committee composed of two (2) persons, initially designated by Declarant and so serving until the end of the control period, with any replacement thereof being elected by the owners of units in Sherwood (with each owner of a unit in Sherwood having the right to one (1) vote for the selection of each person on the committee), who shall have approval authority for modifications and alterations to the Developer Site.

Unit – all separately designated dwelling units as shown on Sherwood Plat.

Unit Owner – Shall mean the record owner of each individual Unit that comprises Sherwood, who is subject to the terms and conditions of this Agreement, whether such person is one or more persons or entities, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

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ARTICLE II MEMBERSHIP

Every person, group of persons or entity, who is a record Owner of a fee interest in any Unit which is or becomes subject by covenants of record to assessment by the Association shall be a Member of the Association, provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a Member. Each Member shall be entitled to one (1) vote for each Unit in which they hold the interest required for membership. In the event that more than one (1) person, group of persons or entity is the record Owner of a fee interest in any Unit, only one vote shall be cast for such Unit. Membership in the Association shall be subdivided among the owners of the Unit: every Unit constitutes only one vote.

ARTICLE III MEMBER'S RIGHT OF ENJOYMENT

1. Member's Right of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Areas and community Facilities and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following:

- (a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas and Community Facilities and in aid thereof to mortgage said property. The Association shall not mortgage the Common Areas or Community Facilities except by resolution approved by three-fourths (3/4) of then Members of the Association. In the event of a default and foreclosure upon any such mortgage, the lender shall have the right, after taking possession of such property, to charge admission and other fess as a condition to continued enjoyment by the Members and their guests; and
- (b) The right of the Association to levy reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas by the Member of the Association and their guests.
- (c) The right of the Association to take such steps as are reasonably necessary to protect Sherwood against mortgage default and/or foreclosures; and
- (d) The right of the Association to limit the number of guests of Members as is reasonably necessary for the enjoyment of other Members; and
- (e) The right of the Association to suspend the voting rights and the rights to use of the recreational Common Areas and recreational Community Facilities for any period during which any assessment remains unpaid and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations; and
- (f) The right of the Association, acting by and through its Board of Directors, to grant rights-of-way and/or easements for any public utility purpose to any municipal agency, public utility or to the Developer for the purpose of the installation and/or maintenance of such utilities as may be

necessary to serve any of the Common Areas or Community Facilities or to serve any other portion of Sherwood.

2. The Association's Easements. Declarant hereby reserves for and grants to the Association for the benefit of its Members, their guests, invitees and lessees, the following easements, rights and privileges:

- (a) An easement in common with others for ingress and egress, by vehicle or on foot, in, to, upon and over all roads, walkways and passageways located on The Property.
- (b) An easement for the placement and maintenance of all roadways and utilities, including sewer, gas, electricity, and telephone lines, pipes, sewers, and conduits, in and through The Property, including the right of access thereto, such easements being in common with and subject to the terms and conditions of all easements and rights of way heretofore granted by the Developer to companies furnishing utilities to and for The Property.
- (c) The right to grant permits, licenses, and easements over the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Common Areas and Common Facilities.
- (d) An easement and right, but not an obligation, to enter upon any Unit in order to:
 - (i) Make any repairs which, in the sole discretion of the Board, are of an emergency nature and;
 - (ii) To do other work reasonably necessary for the proper maintenance and operation of Sherwood. Such instances shall be limited to maintenance issues that pose a serious or substantial risk of damage to other Units, Common Areas or the aesthetic appearance of Sherwood as a whole. Reimbursement to the Association for the cost of all repairs or work done by the Association pursuant to this paragraph shall be the responsibility of the Owner for which an assessment shall apply.

3. Declarant's Easement. The Declarant hereby reserves to itself a "construction" easement for so long as the Control Period exists for the purpose of allowing the Developer, its agents, servants, employees, builder and contractors access to all or any part of The Property for purposes of the construction and renovation of the Common Area and Common Facilities, the Dwellings, and the Units. Each Owner acceptance of a deed to a Unit herewith waives any and all right of claims, demands or causes of action by which he may have as a result of construction activity by the Developer and his agents. The construction easement herein includes, but it not limited to, the following types of activities:

- (a) The construction of Dwellings,
- (b) Rehabilitation renovation of the existing Common Areas and Common Facilities;
- (c) Paving and landscaping work;
- (d) Ingress and egress and for further use as necessary in developing or construction additional or adjacent units within The Property including but not limited to the right of temporary removal of structures such as fences and/or temporary obstruction of residences or premises for construction purposes;
- (e) Change previous elevations or make such changes as are necessary in previously constructed and sold units so that the newly constructed units can fit in harmony with The Property. In this regard, the Declarant is given the right to reconstruct or reconfigure drainage on any lot as deemed necessary by the Declarant; and
- (f) All other types of construction activity which Declarant in the exercise of its sole discretion, may undertake to beautify or improve The Property during the Control Period

ARTICLE IV GENERAL.

The Developer Site may be developed in several phases. The Developer Site, at the sole and absolute discretion of MUSGROVE GROUP, may be expanded to incorporate additional real property which may be developed in future phases. Except as otherwise expressly stated

herein, these restrictions and protective covenants apply only to the Parcel and to no other land within the Developer Site.

1. **PARKING.** The Parking area at Sherwood is a dedicated common area and shall be maintained by Sherwood Homeowner's Association. Parking shall occur only in the designated parking areas and shall be in compliance with all governing rules and regulations of the City of Tuscaloosa. The lights in the Parking Lot shall be provided by Alabama Power, unless otherwise specified by Sherwood Homeowner's Association, and the cost for same shall be borne by the Unit Owners cumulatively and paid through the assessment to Sherwood Homeowner's Association.

2. **LANDSCAPING.** Landscaping will be performed and maintained by Sherwood Homeowner's Association, including but not limited to planting, weeding, irrigating and mowing. All modifications to landscaping, screening, including materials and plant species, shall be approved in writing by Sherwood Review Committee and same shall comply with applicable landscaping ordinances and requirements as specified by the City of Tuscaloosa.

3 **SIGN CRITERIA.**

General Requirements and Prohibitions. No exterior signs or other exterior advertising devices shall be installed or permitted on any Unit or on Sherwood without Sherwood Review Committee or Sherwood Homeowner Association's prior written approval, subject to the other terms specifically set forth herein.

All permits for signs and their installation shall be obtained by MUSGROVE GROUP. Signs installed which do not conform or which are not approved by MUSGROVE GROUP, or Sherwood Review Committee, must be removed or brought into conformance by Unit owner at the expense of Unit Owner.

Prohibited Signs. The following signs are prohibited: painted signs on walls, sign bands, or windows; painted lettering, symbols or identification of any nature, except as permitted hereunder; wood or plywood signs; paper, cloth material or cardboard signs, stickers, banners or flags; roof mounted signs; flashing, blinking, moving or animated signs or signs emitting any sound or odor; and portable signs anywhere on Sherwood or adjacent right-of-way or buffer strips.

Free-standing Signs. In addition to the specifications set forth herein, no free standing sign, or sign not attached to a building, may be installed; except that in association with a building or structure, a maximum of one (1) free-standing sign identifying the occupant(s) of the building and receiving the prior written approval of MUSGROVE GROUP or Sherwood Review Committee shall be permitted on the Unit.

Anything herein stated to the contrary notwithstanding, the size, character, appearance, location, installation and maintenance of all signs to be utilized by Unit owner must comply with all rules, ordinances, regulations and laws of any and all appropriate governmental authorities. Further, Unit owner understands and acknowledges that all signs must (a) comply with applicable zoning ordinances and (b) receive approval by Sherwood Review Committee.

4. **MAIL BOXES**

The Association shall be responsible for the common maintenance of suitable mailbox receptacles for each unit.

5. **COVENANTS TO RUN WITH LAND; DECLARANT CONTROL:**

Except as otherwise herein provided, each and all of the covenants, conditions, restrictions and provisions contained in the Agreement, whether of an affirmative or a negative nature, shall become effective on the date hereof, shall be binding upon Unit Owner and all persons claiming by, through or under Unit Owner in ownership and use of the Parcel, and their respective successors and assigns, shall constitute covenants running with the Parcel, and shall inure to the benefit of, and be enforceable by Declarant, Sherwood Homeowner's Association or its successors and assigns. Declarant reserves the right, exercisable at any time at its sole option, to assign and transfer any and all such approval rights, whether in whole or in part, to Sherwood Review Committee, which assignment and transfer, if made, shall be effectuated by an instrument in writing executed by Declarant and recorded in the Office of the Judge of Probate of Tuscaloosa County, Alabama, or automatically upon the expiration of thirty (30) days after one hundred percent of the units have been conveyed by the Developer to persons other than the Developer. Upon such written assignment or automatic transfer as described above, Sherwood Review Committee shall have such approval rights hereunder as may be assigned by MUSGROVE GROUP to it in such written instrument. The action of the majority of the

members comprising Sherwood Review Committee shall be deemed an action on behalf of Sherwood Review Committee.

Nothing herein is intended to create or shall be construed to create any rights whatsoever for the benefit of the general public in the Parcel or the Developer Site or in any improvements constructed thereon.

6. RIGHT TO MODIFY. This Agreement may be terminated, extended, modified or amended by MUSGROVE GROUP unless MUSGROVE GROUP has transferred approval rights to Sherwood Review Committee, in which event Sherwood Review Committee, provided no such amendments or modifications will affect the right of any mortgagee under a mortgage or the trustee or beneficiary under any deed of trust constituting a lien on the Parcel nor will any amendment, modification, extension or termination be effective against any mortgagee, trustee, or beneficiary subsequent to its securing title to its encumbered tract by foreclosure, trustee's deed or deed in lieu of foreclosure unless the mortgagee or trustee and beneficiary, as the case may be, shall have consented to such amendment or modification in writing. All other provisions notwithstanding, the joinder or consent by other purchasers from MUSGROVE GROUP of any other portions of the Developer Site is not required for any termination, extension, modification or amendment of this Agreement.

7. WAIVERS. No delay or omission in exercising any right accruing under the provisions of this Agreement shall impair any such right or be construed to be a waiver thereof. A waiver by any of the parties hereto of any of the covenants, conditions or agreements hereof shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement contained herein.

8 REMEDIES CUMULATIVE. All rights, privileges and remedies afforded the parties by this Agreement shall be deemed cumulative and the exercise of any one of such remedies, shall not be deemed to be a waiver of any other right, remedy or privilege provided for herein.

9 PARTIAL INVALIDITY. If any terms, provisions or conditions contained in the Agreement, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provisions or conditions to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10 CAPTIONS. The captions of the sections of this Agreement are for convenience only and shall not be considered nor referred to in resolving questions of interpretation or condition.

11. ACCEPTANCE AND COMPLIANCE. Each owner, grantee, lessee, and occupant of all or any portion of the Parcel shall be deemed by the acceptance of the conveyance, grant, lease, delivery or possession thereof, to have accepted the covenants and restrictions provided in this document and to have agreed to comply with the terms stated herein and to have accepted whatever right, title or interest in the Parcel so received subject to all the terms and conditions of this document.

12. COMMON SCHEME. It is understood and agreed that these covenants and restrictions shall not be deemed to create a common scheme of development and will not restrict or apply to any property now or hereafter owned by MUSGROVE GROUP .

13. ATTORNEY'S FEES. If either party files a lawsuit in connection with this Agreement, the party that prevails in such action shall be entitled to recover from the non-prevailing party, in addition to all other remedies or damages as provided herein, reasonable attorney's fees and costs of court incurred in such lawsuit, as provided by governing law.

14 RECORDING OF AGREEMENT. This instrument shall be recorded in the Office of the Judge of Probate of Tuscaloosa County, Alabama at Developer's expense.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

1. Covenant for Maintenance Assessments. Each person, group of persons or entity who becomes an Owner by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; and (b) special assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Unit against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person, group of persons or entity who was the Owner at the time when the assessment fell due.

2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents on Sherwood and in particular for the improvement and maintenance of Sherwood, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and Community Facilities, including but not limited to, the payment of taxes and insurance on such common areas and common facilities, if any, any repairs, replacements, and additions thereto, and for the cost of labor, equipment, and materials, management and supervision thereof and including, but in no way limited to, the following:

- (a) The cost of all operating expenses of the Common Areas and Community Facilities and services furnished, including charges by the Association for facilities and services furnished by it.
- (b) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any.
- (c) The cost of fire and casualty and extended liability insurance on the Common Areas and Community Facilities and the cost of such other insurance as the Association may effect, if any.
- (d) The cost of wireless internet, if applicable;
- (e) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or a reserve for replacements.
- (f) The estimated cost of pre-pays, maintenance and replacements of the Common Areas and Community Facilities to be made by the Association.
- (g) The cost of a termite bond that will cover the entire subdivision, if deemed necessary.

3. Annual Assessments. The annual assessment for each Owner may be levied on a monthly, quarterly, semi-annual, or annual basis. The amount of the annual assessment shall be determined by The Review Committee, or the manager of the Homeowners association, and same shall not be liable to the Association or the Owners for any cost, loss, or expense in the event the assessment is less than actually needed for its purposes. In such event, an additional assessment may be levied as set forth in Section 4 below. In the event of an overage of Assessments for any annual year, such monies shall be placed in a reserve fund for the Association.

4. Special Assessments. In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement located upon the Common Areas, or other purposes as described capital improvement located upon the Common Areas, or other purposes as described in Section 2(a) through (g) above including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the

assent of three-fourths (3/4) of then Members of the Association. A meeting of the Members shall be duly called for this purpose. Any special assessment levied by the Association pursuant to the provisions of this Section shall be fixed at a uniform rate for each Owner, unless agreed upon in writing by all unit owners to the contrary.

5. Commencement of Annual Assessments. The first annual assessment for each membership commence on the first day of the month following the conveyance of the Unit to which such membership is appurtenant by the Developer to the Member. The first annual assessment for such membership shall be made for the balance of the calendar year and shall become due and payable and a lien on the date aforesaid. Except as hereinafter provided, the assessment for any Unit for any year after the first year, shall become due and payable and a lien on the first day of said year, or as the Homeowner's Association may otherwise provide.

It shall be the duty of the Officers of the Association to fix periodically the amount of the annual assessment against each Unit for each assessment period and the Association shall make reasonable efforts to fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Units and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Officers. Written notice of the assessment shall thereupon be sent to the Owner of any Unit subject thereto.

6. Escrow. Each Member shall maintain a two (2) month's escrow balance for common costs, to be paid at the initial start of ownership, for the purpose of the Association.

7. Reserve for Replacements. The Association may establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Officers of the Association in its discretion. Neither the Officers nor the Declarant shall incur any liability to the Association or any Owner for its failure to establish or maintain a reserve fund or any specific level of a reserve fund. Such fund shall be conclusively deemed to be a common expense of the Association. Such fund shall be deposited in a special account with a lending institution, the accounts of which are insured by any agency of the United States of America or may, in the discretion of the Officers, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purpose of effecting the replacement of the Common Areas and Community Facilities, and for operating contingencies of a non-recurring nature. The proportionate interest of any Member in any reserve for replacements shall be considered an appurtenance of his Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Unit to which is appertains and shall be deemed to be transferred with such Unit.

8. Assessment Certificates. The Association shall, upon demand, at any reasonable time, furnish to any Owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Ten Dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

9. Liability for Delinquent Assessment on Subsequent Unit Owners. Notwithstanding any other provision of the Declaration to the contrary, upon the conveyance by the Owner of his Unit to a new Owner any personal obligation of the transferring Owner for delinquent assessments pursuant to the provisions of this Article shall become an obligation of his successor in title.

ARTICLE VI DEFAULT IN ASSESSMENTS

1. Non-Payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Unit against which such assessment is levied which shall bind such Unit in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The obligation of the Owner to pay such assessment, however, shall also remain their personal obligation for the statutory period.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment may, upon resolution of the Officers of the Homeowner's Association, bear interest at the rate of one and one-half percent (1.5%) per month (18% per annum), and the Association may bring an action at law against the Owner or owners obligated to pay the same, or foreclose the lien against the Unit (to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures as may then be applicable to mortgages, deeds of trust or other liens upon real property under the laws of the State of Alabama), by publication in a newspaper of general circulation for three consecutive weeks in Tuscaloosa County, Alabama, and giving the date of such sale. Such sale shall occur on the Courthouse steps in Tuscaloosa County, Alabama. In either of which events, interest, costs and reasonable attorneys fees shall be added to the amount of each assessment. No Owner may waive or otherwise escape liability for the assessments herein provided for by non-use of the Common Areas or Community Facilities or abandonment of his Unit or Dwelling. If the annual assessment is paid in monthly installments, then each monthly installment shall be due on the first day of the month and if not paid by the 5th day of the month, the Owner will be charged an additional amount equal to 10% of such monthly installment. This is in addition to the acceleration of installments contained in Section 2 below.

2. Acceleration of Installments. Upon default in the payment of any one (1) or more monthly or other installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Officers of the Association and be declared due and payable in full.

3. Subordination Provision. The lien of time assessments provided for in this Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Unit subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

4. Additional Default. Any recorded first mortgage secured on an Unit shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby) but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 3 of this Article shall not be altered, modified, or diminished by reason of such failure.

ARTICLE VII EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Areas, the Association shall provide exterior maintenance upon each Dwelling, including the roof, gutters, downspouts, porch, fencing of each Dwelling and including lawn maintenance for each Unit which is subject to assessment as follows: paint, repair, and care for the exterior building surfaces, unless provided otherwise herein; the trees, shrubs, grass and walks of the individual front yards of the Units dedeed to the Unit Owners; and such other exterior improvements as the Officers may from time to time designate, and any other services or utilities serving the common Areas, including sewer, water, power and gas lines. The Association shall not be responsible for the exterior maintenance of doors, except those serving multiple units, the glass surfaces of windows or doors, screens and screens doors, exterior window surfaces, exterior doors and garage doors and other exterior hardware and light fixtures, meter base and electrical panel and the heating and air-conditioning equipment for each Dwelling. The repair, replacement, maintenance of these items shall be the responsibility of each individual Owner. However, in the event that the Owner wishes to use a different type or kind of variety of any of these items than that originally placed on the Property, such Owner must first obtain the permission of The Review Committee. Unit Owners are required to replace all light bulbs or other lights or the exterior lamps attached to the Unit or Dwelling, or immediately in front of said Dwelling, but such obligation shall not extend to the lights in the Parking lot. In the event of damage or destruction to the exterior lamps or outside light fixture, the Owner shall replace or repair after such damage or destruction occurs, with an exterior lamp or identical kind.

Although the Association may maintain a watering system for some of the Common Areas,

each Owner, by acceptance of a deed, does grant permission to any agent of the Association to use occasionally from the exterior plumbing connection belonging to each Owner for the purpose of watering and/or otherwise maintaining or repairing the lawn, trees, shrubs, or flowers in the Common Areas and the front yards of each Owner. This use, if utilized by the Association, shall be limited to landscaping purposes only.

In the event that an Owner shall fail to perform properly any of its obligations of repair and maintenance as contained in this Article, the Association may, but shall not be obligated to, make said repairs and/or perform said maintenance and assess the cost thereof to said Owner. Said cost shall be personal obligation of said Owner, shall create a lien on his Unit and shall be added to and become part of the assessment to which such Unit is subject.

In the event that the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, or guests, or invitees, and not covered or paid for by insurance on such Unit, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit is subject and said cost shall be a personal obligation of said Owner.

ARTICLE VIII **USE RESTRICTIONS**

In addition to the restrictions imposed under and by all existing zoning ordinances of the City of Tuscaloosa, Alabama, and except for the activities of the Developer during original construction, the Declarant does hereby establish and place upon each Owner the following restrictions:

1. Sherwood is hereby restricted to residential dwellings for residential use. All buildings or structures erected upon Sherwood shall be in accordance with the plans and specifications of the Developer. No buildings or structures shall be moved from other locations onto Sherwood and no subsequent buildings or structures other than Dwellings shall be constructed by any person other than the Declarant. No structures of a temporary character, including but not limited to a trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of Sherwood at any time as a residence either temporarily or permanently.

2. Notwithstanding any provision herein contained to the contrary, it shall be expressly permissible for Declarant or the builder of the Dwellings, to maintain during the period of Construction and sale of the Dwellings, upon such portion of Sherwood as Declarant deems necessary, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the construction and sale of the Dwellings, including but without limitation, a business office, storage area, construction yards, signs, model units, and sales office; provided, however, that these used by the Declarant or building shall be restricted to Dwellings owned by the Declarant.

3. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any said Dwellings, except that dogs (other than those defined by governing law as dangerous, including but not limited to Chows, Pit Bulls and Rottweiler), cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose; Owners shall be subject to the rules and regulations which shall be promulgated by the Association. All pets brought outside of the exterior walls of an Dwelling to any part of the Common Areas must be kept on a leash at all times and must be accompanied by a responsible person. Unit Owners are responsible for removing any refuse created by any such pets from the common areas.

4. The Declarant will color coordinate certain exterior materials on the Dwellings, as they are built. As these products need replacing, repairing or repainting, the original colors and type materials must be used or colors and materials as near the original as possibly may be substituted providing the original is not readily available. Exterior trim shall be as originally installed. Siding and roofing colors and design shall remain as similar as possible to the original.

5. No Lot or Lots shall be subdivided (i) except as such may become necessary in order to correct minor changes resulting from errors or survey in the platting of Sherwood or (ii) unless the Unit or Units resulting from such subdivision shall have a minimum of not less than that allowed by any governmental bodies. In either of the events described in this section, the Declarant may subdivide or re-subdivide Lots without the consent of any other Unit owners.

6. Sherwood shall not be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Dwelling or any resident thereof. No commercial business activities of any kind whatsoever shall be conducted in any building or in any portion of Sherwood; provided, however, the foregoing covenants shall not apply to business activities, signs, and billboards, or the constructions and maintenance of Dwellings, if any of the activities involve the Declarant, its agents, and assigns, during the construction and sale period,

and of the Association, its successors and assigns, in furtherance of its powers, and purposes as hereinafter set for

7. Sherwood shall not be used to perform any public or private nuisance; any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness; any commercial enterprise for which re-zoning would be necessary; any operation of a day to day business for which re-zoning would be necessary; any use which would be contrary to the current or future laws governing Alabama Tenant and Landlords; any unusual fire, explosion or other damaging or dangerous hazard; any other use not permitted by the laws of the State of Alabama or the City of Tuscaloosa..

8. All Grass areas, including front, side and back yard areas, shall be kept clean and neat. All bicycles, carts, and other items when not in use must be stored inside the Dwelling.

9. No improvements of any kind shall be made to a patio except such improvements as may be approved in accordance with the provisions herein, provided, however, that any such plants must be kept and maintained in good condition by the Owner. The Association may require the removal of any plants if such plants are not maintained or kept in good condition by the Owner. The determination of good condition shall be made by the Officers of the Association in its sole, absolute, and uncontrolled discretion, and any such determination shall be deemed binding, final, and conclusive on all parties. All rubbish, trash, or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. No clotheslines will be allowed on the Property.

10. Except on the individual areas appurtenant to a Dwelling, no planting or gardening shall be done by anyone other than the Declarant or the Association. No fences, hedges, or wall shall be erected or maintained upon Sherwood except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the The Review Committee. The Association's Officers are hereby authorized to make reasonable rules and regulations to govern the residents' use of the Common Areas. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owner of Dwellings and is necessary for the protection of said Owners.

11. Maintenance, care, replacement, and repairs of exterior screens and screen doors, exterior doors, window fixtures, glass surfaces, heating and air conditioning equipment for each Dwelling, and other exterior hardware and light fixtures, shall be the sole responsibility of the Owner of each Dwelling, except for those doors servicing several units. In the event that any of these items is not maintained, cared for, or repaired in accordance with the rules and regulations as shall be established by the Association, then the said Association may come upon the Dwelling and perform such maintenance or repair as is necessary, and assess any Unit Owner for the cost of such maintenance or repair. Any such assessment shall be made in accordance with the rules and regulations promulgated by the Board, and shall constitute a lien against the Dwelling as herein provided. Any cooperative action necessary or appropriate for the proper maintenance and upkeep of the Common Areas shall be taken by the Association or its duly designated representatives.

12. All fixtures and equipment installed within a Unit and the heating and air-conditioning equipment as originally installed outside of the Dwelling and as might be changed by the Owner at a later date after first obtaining the approval of the Association or The Review Committee shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act or any work that will impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Units or their Owners.

13. Without prior written approval and the authorization of the Association, no exterior television, radio antennas or satellite dishes of any sort shall be placed, allowed, or maintained upon any portion of the improvements to be located upon the Property nor upon any structure situated upon the Property.

14. In the event of an emergency, the Association may, in the interest of the general welfare of all the Owners of Sherwood and after reasonable notice to the Owner, enter upon any or the exterior of any Dwelling at reasonable hours for the purpose of inspecting, removing, or correcting any violations or breach of any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein as a prohibited use or nuisance, and no such entry or inspection shall be considered a trespass or otherwise be considered a wrongful act, provided, however, that no such action shall be taken without a resolution of the Officers of the Association or by The Review Committee.

15. All exterior lighting shall be consistent with the character established in Sherwood and be limited to the minimum necessary for safety, identification and decoration. Exterior lighting of buildings for security and/or decoration shall be limited to up lighting or down lighting and the style and type of lighting shall be compatible with the building design and

materials. No color lens or lamps are allowed.

16. No drainage ditches, cuts, swales, streams, impoundments, ponds, or lakes; no mounds, knolls, dams or hills, and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be created, destroyed, altered, or modified without the prior consent of The Review Committee, whether on private property or in common areas.

17. 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 prior written approval of The Review Committee.

18. No noxious or offensive activity may be carried on upon any lot, nor may anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Any loose debris, subject to being scattered by wind or animals, shall be bagged or otherwise contained before placing same on the street or curb.

19. No common area may be used or maintained as a dumping ground for rubbish.

20. No boat, boat trailer, house trailer, horse trailer, camper, motor home, motorcycle or other similar recreational item shall be stored on any lot or parking area. Any inoperable vehicle must be removed immediately.

21. No commercial vehicle or equipment shall be stored at any place on any lot within public view.

22. No owner shall cause or allow to be caused any damage, destruction or waste to the Common Areas.

23. Declarant makes no warranty concerning soil conditions and each lot owner should satisfy themselves concerning foundation requirements prior to constructing, repairing or replacing any improvements on any lot. ALL IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTY OF HABITABILITY AND WORKMANSHIP ARE HEREBY EXCLUDED BY THE DECLARANT. IF AN EXPRESS LIMITED WARRANTY IS GIVEN BY THE BUILDER IN CONNECTION WITH THE FIRST SALE OF ANY UNIT, SAID LIMITED WARRANTY SHALL BE THE SOLE AND EXCLUSIVE OBLIGATION OF THE BUILDER TO THE OWNER AND NOT SUBJECT THE DEVELOPER TO ANY LIABILITY..

24. The exterior of any such improvement on any lot shall and must be properly maintained and this includes but is not limited to painting, replacing rotten or defective items and maintaining the exterior maintenance to prevent such as chipped and peeling paint and mildew. This further includes anything that would generally detract from the neighborhood. If such deterioration occurs and is not corrected after two thirty-day notices to the lot owner, then the Association, in its discretion, may expend the cost to correct the condition and charge it to the lot owner and the lot owner shall immediately reimburse said amount to the Association.

25. There shall be no additions or improvements, including change of exterior color, without prior approval by The Review Committee.

26. There shall be no parking in such a manner as to block designated parking spaces, the dumpster, the egress and ingress of parking spaces or other parked vehicles. No owner or member shall rent any parking space other than within a lease for the rental of the entire Unit.

27. Upon approval of the Declarant or a three-fourth membership of the Homeowner's Association, and upon obtaining city and historic approval, an owner may construct an appropriate storage facility no larger than 4 x 5.

28. No satellite dishes, tv dishes or receivers may be placed upon, on or around the structure in such a manner as may be visible from the road.

ARTICLE IX PARTY WALLS

1. General Rules of law to Apply. Each wall which is built as a part of the original construction of the Dwellings upon the Properties and placed on the dividing line between the Units shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions to such use.

3. Destruction by fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, then, any Owner who has used the wall will restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in

equal proportions without prejudice; subject, however, to the right of any Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. Right to Contributions Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE X **MISCELLANEOUS PROVISIONS**

1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or changes now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. Invalidity of any one (1) of these covenants or restrictions by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive period of ten (10) years. This Declaration may be amended at any time thereafter by an instrument signed by the Owners of not less than seventy-five (75%) of the Units. Any such amendment must be recorded in the Office of the Probate Judge of Tuscaloosa County, Alabama.

4. Leasing. All leases shall be in compliance with local and governing laws of the City and County of Tuscaloosa, and in compliance with applicable Landlord and Tenant laws governing the State of Alabama.

5. Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Dwelling number or address, any mortgage holder, insurer or guarantor will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the Unit securing its mortgage.
- (b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage.
- (c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond by the Association.
- (d) Any proposed action that requires the consent of a specified percentage or mortgage holders.

6. Information. The Association is required to make available to Dwelling Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, By-Laws, Articles, Rules and Regulations, and the books, records, and financial statements of the Association, upon request, during normal business hours or under other reasonable circumstances.

7. Incorporation by Reference Of Resale. In the event any Owner sells or otherwise transfers his Unit, any deed purporting to affect such transfer shall contain a provision incorporating by reference the covenants, restrictions, easements, charges and liens set forth in this Declaration. Failure to do so shall not exempt such transfer from governance herein.

8. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who as Member or Owner on the records of the Association at the time of such mailing, or the unit if no other address has been provided.

9. Governing Law. This Agreement is governed by the laws of the State of Alabama.

The Musgrove Group, L.L.C.

Michael Musgrove
By: Michael Musgrove
Its: Member

2010 887
Recorded in the Above
DEED Book & Page
01-19-2010 05:23:10 PM

**STATE OF ALABAMA
COUNTY OF TUSCALOOSA**

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Michael Musgrove, whose name as Member of THE MUSGROVE GROUP, LLC, an Alabama Limited Liability Company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of the contents of this instrument, he, as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 18 day of January, 2010.

(SEAL)

Hallie L. Leavell
NOTARY PUBLIC
MY COMMISSION EXPIRES: 9/10/12

This Document Prepared by:
Hallie L. Leavell
Leavell & Associates, Attorneys at Law, L.L.C.
903 Main Avenue, Suite A
Northport, AL 35476
(205) 248-0053

I, Michael H. Hill, a Professional Engineer in the State of Alabama, do hereby certify that the foregoing is a true and correct copy of the original as the same appears on file in my office.

Witness my hand and the seal of my office this 17th day of October, 2010.

 Michael H. Hill, Professional Engineer
 My Commission Expires on 12/31/14

My Seal: Professional Engineer
State of Alabama
My License No. 15714
My Commission Expires 12/31/14

1. San Jose, California is the State of California and the County of San Jose hereby certify that Alfred J. [Signature] is a member of the [Signature] in the foregoing certificate as Sole Member Husband.

This subdivision means the approval of the Fused/CoCo County Health Department subject to certain conditions of approval and/or local decisions on file with the said health department, which

This plot approved by the Engineering Department of the City of Tuscaloosa, Alabama on the 17 day of January, 2010.

This plot approved by the Planning and Zoning Commission of the City of Tuscaloosa, Alabama on the 17th day of January, 2010.

This plat approved by the Engineering Department of the County of Tuscaloosa, Alabama on the 12th day of January, 2010.

This condominium development is governed by and

[Handwritten notes and signatures are visible over the typed text.]

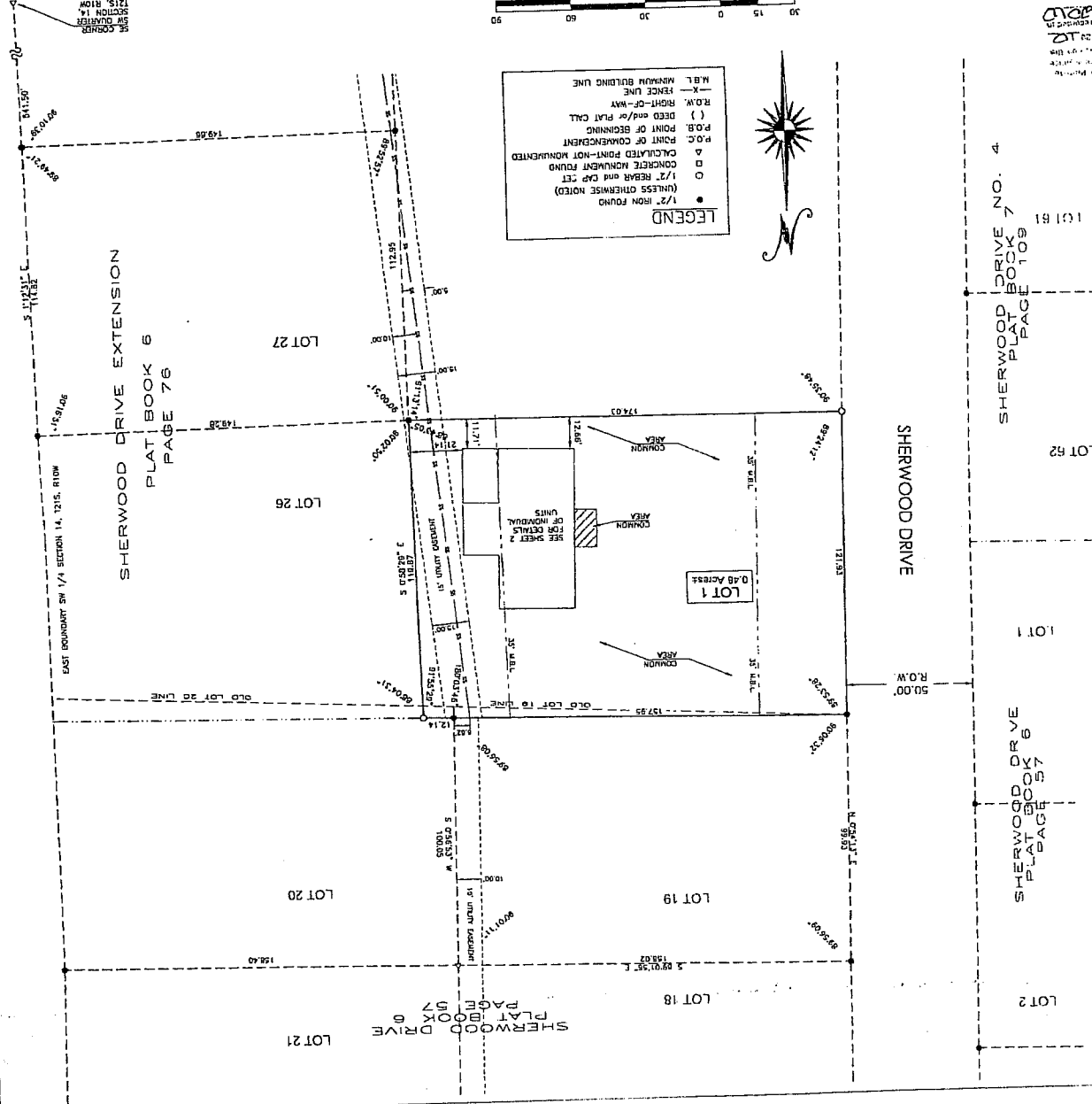
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HERNDON, HICKS & ASSOCIATES, INC.

SHERWOOD DRIVE CONDOMINIUMS

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Field Work	12/09

Job No.	0903-016
ACAD File	0903-016_Fund (1).dwg
Drawn By	JMH
Approved By	DRH
Date	12-31-09



2010 888
Recorded in the Above
DEED Book & Page
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HERNDON, HICKS & ASSOCIATES, INC.
Professional Land Surveyors
205 East Washington St.
Demopolis, AL 36732
P.O. Box 447
Phone (205) 333-0003 Fax (205) 333-0126
mike@hhsurveyors.com

SHERWOOD DRIVE CONDOMINIUMS
PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 14, TOWNSHIP 21 SOUTH, RANGE 10 WEST 11
TUSCALOOSA COUNTY, ALABAMA

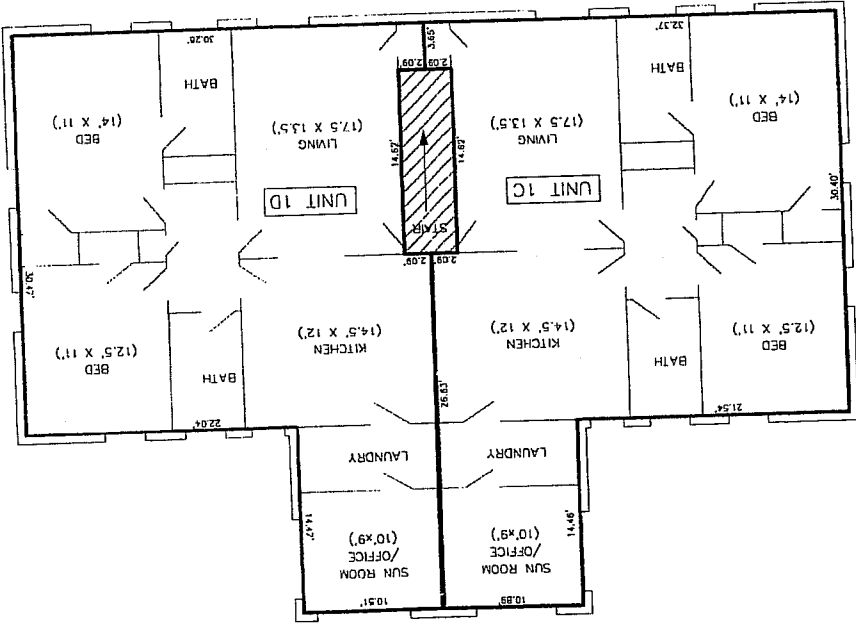
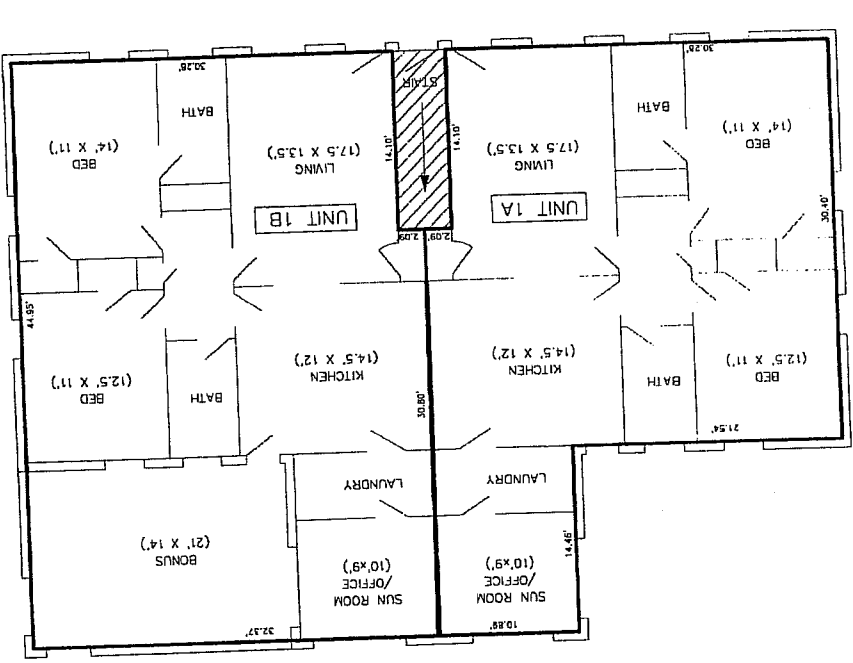
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Date: 12-31-09
Scale: NONE
Drawn By: JMH
Reviewed By: JMH
Surveyed by: WLN

SHEET 2 OF 3

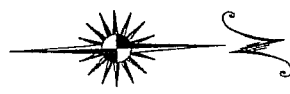
FLOORPLAN

DOWNSTAIRS

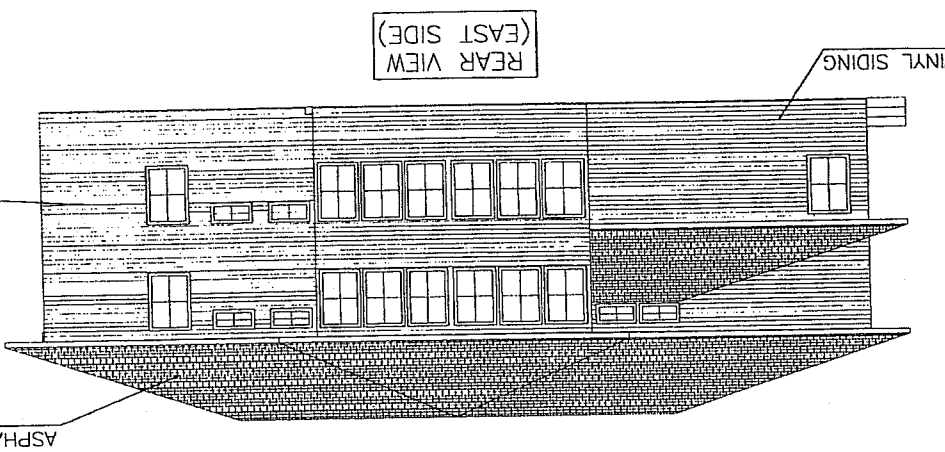
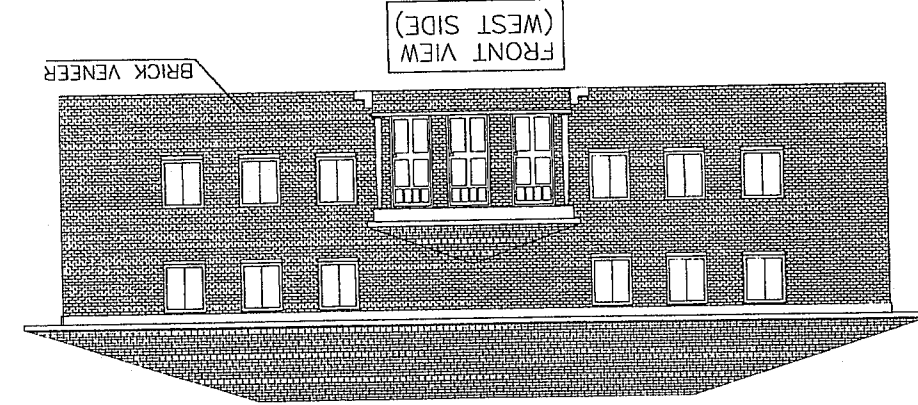
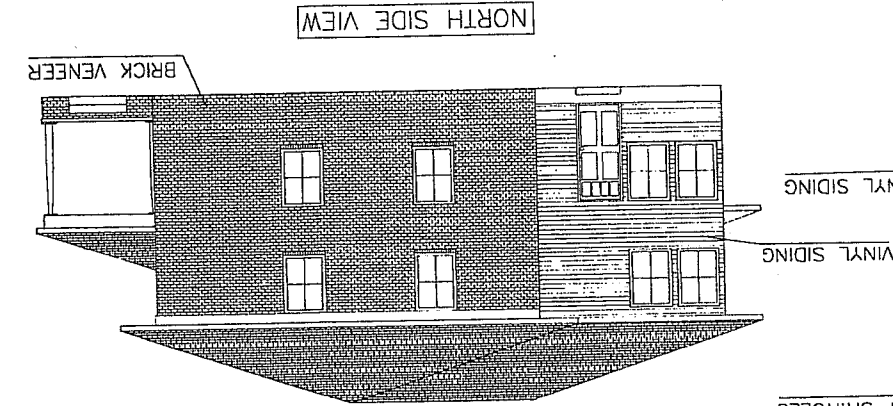
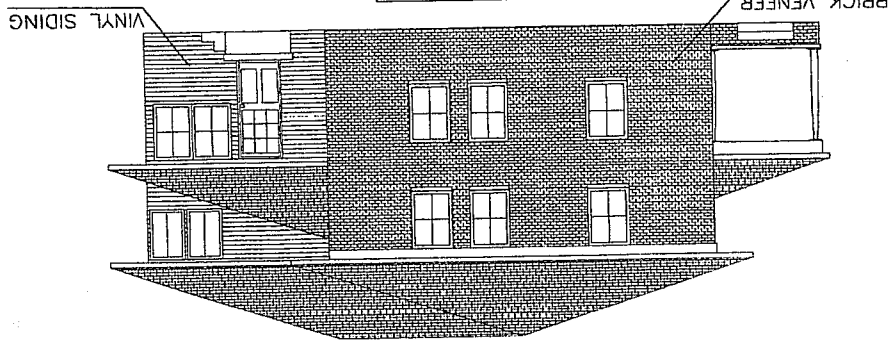
UPSTAIRS



NOT TO SCALE



State of Alabama
Tuscaloosa County
I, the undersigned, Judge of Probate,
do hereby certify that the foregoing is a true and correct copy of the
recorded plat of the above described property, as the same appears on the
records of this office for the year ending on the
12th day of December, 2010.
Recorded in the
Tuscaloosa County, Alabama
Plat Book No. 2010-016
Page 10



State of Alabama
 Equalized County
 I, _____, Judge of Probate
 do hereby certify that the
 within and foregoing plat
 is a true and correct
 copy of the original
 on file in my office
 this _____ day of _____
 2010

 Judge of Probate

ELEVATIONS

NOT TO SCALE

Source: D.B. 2008/18879
 Date: 12/31/09
 Drawn By: JMH
 Scale: NONE
 Survey Type: SUBDIVISION
 ACOD File: 0903018.FINAL(2)
 CADD File: 0903-018.dwg
 Surveyed By: WJM

SHERWOOD DRIVE CONDOMINIUMS
 PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF
 SECTION 14, TOWNSHIP 21 SOUTH, RANGE 10 WEST N
 TUSCALOOSA COUNTY, ALABAMA

HERNDON, HICKS & ASSOCIATES, INC.
 Professional Land Surveyors
 205 East Washington St.
 P.O. Box 447
 Denville, NJ 07832
 Phone (334) 289-3028 - Fax (334) 289-3335
 2728 Lullwater Walkway Blvd.
 P.O. Box 508
 Northport, AL 35458
 Phone (205) 333-0003 - Fax (205) 333-0178
 mh@hnsurveyors.com

2010 890
 Recorded in the Above
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 W. Hardy McCallum - Probate Judge
 Tuscaloosa County, Alabama
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 Term/Cashier: SCAN1 / Klatner
 Tran: 9238.585047.735540
 Recorded: 01-19-2010 17:25:32
 PJF Probate Judge Fee
 REC Recording Fee
 SOT Source of Title
 Total Fees: \$ 44.00

2.00
 41.00
 1.00