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W. Hardy McCollum, Probate Judge
Tuscaloosa County, Alabama
Term/Cashier: PRO-RECORDING2/RENEEA
Tran: 928629
Probate Judge Fee \$2.00
Recording Fee - By Page Count \$66.00
Source of Title \$1.00
No Tax Collected
Total: \$69.00

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Source of Title:
Deed Book 2015 Page 13146

HIGHGROVE
MASTER DEED RESTRICTIONS

Highgrove, Inc., an Alabama corporation hereby establishes these Master Deed Restrictions to be effective as of this 20 day of July, 2016.

STATEMENT OF PURPOSE

A. Highgrove, Inc. (hereinafter "Developer") is the developer of a new traditional neighborhood development known as Highgrove, located in Tuscaloosa County, Alabama. The property to be developed includes the property described in Plat Book 2016 Pages 62 through 66 recorded in the Probate Office of Tuscaloosa County, Alabama (hereinafter "Plat"). The development may include part or all of the property described in Exhibit A attached hereto (hereinafter "Future Property"). The Future Property shall not be subject to these Master Deed Restrictions until such time as such property, or any part thereof, is purchased by Developer and made subject to the Master Deed Restrictions by supplemental filing in the Probate Office of Tuscaloosa County, Alabama.

B. Highgrove will be a mixed-use community, including residential areas and commercial and mixed use areas. Detailed guidelines, known as Highgrove Design Guidelines, will regulate construction of residences and other improvements and other matters essential for the creation of residential areas, commercial areas and outdoor and common spaces. Each Parcel owner, by constructing a building in accordance with Highgrove Design Guidelines, helps form this traditional neighborhood development.

C. To ensure the proper application of Highgrove Design Guidelines and to further the development of the community, Developer wishes to subject each deed for property within the Master Plan Area to the deed restrictions set forth herein, which shall be considered to be part of the grantee's consideration for each Parcel.

D. While the rights reserved by this instrument shall initially be reserved to the Developer during the Developer Control Period, it is intended that certain rights be conveyed to the Association (as defined below), so that the plan of architectural control will be continued throughout the lifetime of the community.

IMPOSITION OF DEED RESTRICTIONS

The Developer hereby declares that the property depicted in the Plat shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to these Master Deed Restrictions. These deed restrictions apply to each separately conveyable parcel ("Parcel") which has been platted or which shall be platted, and all common areas ("Commons") created or to be created. These deed restrictions shall run with the land and shall be binding upon each owner of any Parcel, and each owner's heirs, successors and assigns (together, the "Owner") and upon the Association, whether or not these Master Deed Restrictions are individually recorded or noticed with each deed. All Master Deed Restrictions contained herein shall run with the land.

ARTICLE I Definitions

1.1 Generally. The following definitions apply wherever the capitalized terms appear in these Master Deed Restrictions or in any Declaration, unless the Declaration provides a definition specific to that Declaration. Additional terms which apply only to one article or section will be defined as they appear.

1.2 Documents.

(a) Design Guidelines. Highgrove Design Guidelines are published by the Developer and establish detailed rules relating to architecture, construction of improvements, landscaping, land use and activities within Highgrove.

(b) Declaration. The Declaration of Easements, Covenants and Restrictions of Highgrove, which provides for the ongoing operation and maintenance of Highgrove.

(c) Master Deed Restrictions. These "Master Deed Restrictions", which apply to all deeds of property located within Highgrove, are intended to ensure the proper application of the Design Guidelines during the development stage and to impose other restrictions designed to further the development of Highgrove.

(d) Supplemental Declaration. A "Supplemental Declaration" is an instrument that may be recorded by the Developer to make additional property (which shall come from the Future Property) subject to the Declaration and to these Master Deed Restrictions.

1.3 Parties.

(a) Developer. The term "Developer" refers to Highgrove, Inc., and its successors and assigns.

(b) Association. "Association" means Highgrove Owner's Association, whose members are the Owners of Parcels within the Development.

(c) Owner. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Parcel. Owner does not include those having an interest

merely as security for the performance of a debt or other obligation.

1.4 Definitions.

(a) Land Definitions. Highgrove; Development. “Highgrove” or “Development” initially comprises the area depicted on the Plat. However, part or all of the Future Property may be added to Highgrove in accordance with the terms of these Master Deed Restrictions and the Declaration.

(b) Plat. The “Plat” means the recorded plat of Highgrove, which plat is recorded at Plat Book 2016, at Pages 62 through 66 in the Probate Office of Tuscaloosa County, Alabama, and by this reference made a part hereof. The term “Plat” as used herein shall also include any supplemental plats which may be filed in the future.

(c) Commons. “Commons” comprises real property or property interests within the Development designated as Commons on the Plat, which area is or will be specifically conveyed to the Association for the common use and enjoyment of all Owners. “Commons” also include any improvements and all utilities, utility easements and other easement rights or personal property for the common use of the Owners, and any other property of any type specifically designated as Commons. The Commons may be reconfigured, increased in size or decreased in size from time to time by the Developer or the applicable Association, subject to any required governmental approvals.

(d) Lot Categories. The Development features numerous Lot Categories to provide for a diverse living arrangements and amenities. The different Lot Categories will include the following:

Category	Description
Estate	Lots of three fourths of an acre and larger
Manor	Lots of approximately one-half acre
Villa	Lots ranging from one-fourth to one-third of an acre
Mews	Lots with shared larger gardens
Parkside	Smaller lots between parks and rear lanes
Cottage	Garden homes
Terrace	Town homes
Highgrove Village	Lots used for retail and other acceptable commercial purposes.

Owners of property within the differing Lot Categories may be assessed for maintenance of property primarily serving those Lot Categories. Developer may choose in its discretion not to develop Highgrove Village Lots, unless such development is required by any governmental authority.

(e) Parcel. A “Parcel” is the smallest parcel of land that may be separately conveyed. Most Parcels will be designated as numbered, separately identifiable lots on the recorded Plat or Plan. Once improved, the Parcel includes any buildings or other permanent

improvements. Any town home unit shall be considered a Parcel; if a portion of the building has not been identified as a separate unit, then that portion of the building shall be considered an additional Parcel. The Developer may redefine Parcels prior to sale to third parties by dividing or combining Parcels or portions of Parcels or adjusting the boundary of a Parcel.

(f) Special Use Parcel. A “Special Use Parcel” is a lot of unconventional size, shape, location or use that calls for special design considerations. Typically, a Special Use Parcel will be used for commercial, educational or institutional purposes, multifamily residential or community or recreation facilities.

(g) Residential Unit. A “Residential Unit” is any separate dwelling and ordinarily includes a kitchen. A Residential Unit shall include a detached single-family home, townhouse or other attached dwelling (such as each half of a duplex unit), an apartment or condominium unit, and a residential dwelling within a mixed-use building.

1.5 Architectural Review Definitions.

(a) Architectural Review Committee. The “Architectural Review Committee” is the committee established by these Master Deed Restrictions to administer the Design Guidelines.

(b) Town Architect. The position of Town Architect, and the selection of the Town Architect is established under these Master Deed Restrictions. As provided in these Master Deed Restrictions, the Town Architect either serves as a member of the Architectural Review Committee or selects a similarly qualified individual to serve as a member of the Architectural Review Committee.

(c) Developer Control Period. The Developer Control Period begins immediately upon recording of these Master Deed Restrictions. This period shall continue so long as the Developer owns any lot in the Development or any portion of the Future Property, regardless of whether any part of the Future Property owned by the Developer has been platted or made subject to these Master Deed Restrictions or the Declaration. During the Developer Control Period, the Developer shall be exclusively entitled to take various actions and vote on all matters to be voted on by the Members of the Association and shall have the exclusive right to vote on matters before the Association, unless the Developer has informed the Association in writing that it has relinquished that right.

1.6 Association Definitions. Association. The Owners or the Developer shall establish an entity to maintain the Commons and to enforce these Master Deed Restrictions and the Declaration. The Members of the entity shall be the Owners of Parcels. The name of the entity will be Highgrove Owners’ Association. Parcel Owners of Terrace Home Blocks may, but are not required to, establish separate owners’ associations applicable only to such Blocks, but any such association shall be subject to the terms and conditions of these Master Deed Restrictions, the Declaration and any rules and regulations of the Association, including payment of assessments to the Association.

(b) Member. Each Owner is a “Member” of the Association, as provided in

the Declaration.

- (c) Board. "Board" is the Board of Directors of the Association.
- (d) Certificate. "Certificate" is the Certificate of Formation of the Association.
- (e) Bylaws. "Bylaws" are the Bylaws of the Association.
- (f) Assessments. "Assessments" is the collective term for the following Association charges:
 - (i) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses.
 - (ii) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel.
 - (iii) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements or emergency expenses.
 - (iv) Transfer Fee Assessment. "Transfer Fee Assessment" may be imposed on transfers of Parcels.
 - (v) Common Maintenance Zone Assessment. A "Common Maintenance Zone Assessment" is a charge made to the particular Owners of Parcels located in a Common Maintenance Zone for charges related only to that Zone.

ARTICLE TWO
Development Plan

2.1 Property Subject to Master Deed Restrictions.

- (a) Initial Property. The property depicted on the Plat subject to these Master shall be known as "Highgrove".
- (b) Additional Property. The Developer may, from time to time in its sole discretion, add any additional property located within the Development Property to Highgrove by the recording of a Plat for an additional phase.

2.2 Withdrawal of Property. Property may be removed from these Master Deed Restrictions with the consent of the Developer and the owners of all property within the property to be withdrawn upon any necessary governmental approvals.

ARTICLE III
Design Guidelines

3.1 Establishment of Design Guidelines. The Development is subject to Highgrove Design Guidelines, which include the Community Design Guidelines Appendix attached thereto. Together, these are herein referred to as the Design Guidelines. The Design Guidelines are at all times subject to the requirements of the Plat, the Declaration and these Master Deed Restrictions. All construction within the Development shall comply with the Design Guidelines in effect at the time of the submittal, unless a variance is granted in accordance with Section 4.3(d).

3.2 Permitted Uses. Permitted uses for Parcels shall be determined based on the Plat, the Declaration and the Design Guidelines. Permitted uses may be revised by modification of the Plat, Declaration and Design Guidelines; however, no such modification may require the removal or cessation of a legally existing use on a particular Parcel without the Parcel Owner's consent.

3.3 Town Architect. The Town Architect shall be selected as provided by Section 4.7 and shall serve at the pleasure of the entity entitled to select the Town Architect.

3.4 Modification of the Design Guidelines. The Town Architect or the Developer may revise any part of the Highgrove Design Guidelines from time to time for any of the following reasons:

- (a) To make changes that the Town Architect or the Developer believes will better accomplish the objectives of these Master Deed Restrictions; or
- (b) To adjust for market conditions; or
- (c) To recognize changing land use conditions over time, both from within and outside Highgrove.

3.5 Applicable Governmental Codes. It is the intent of the Developer that the Design Guidelines be consistent with all applicable requirements of state and local law. In the event of a conflict, Developer and the Town Architect shall be afforded the opportunity to attempt to resolve the issue with the applicable agency and, if necessary, revise the Design Guidelines.

ARTICLE IV Review Procedure

4.1 Architectural Review Committee. The Architectural Review Committee shall have a minimum of three (3) members as follows:

(a) Town Architect. The Town Architect shall serve on the Design Review Committee or, with the consent of the Developer, shall select another similarly qualified architect, landscape architect or urban designer.

(b) Additional Members. At least two (2) additional individuals, selected as provided by Section 4.7, shall serve at the pleasure of the entity that appointed them.

4.2 Construction Subject to Review.

(a) Parcels. Prior to construction, the Architectural Review Committee must review and approve construction plans and specifications for all improvements on any Parcel. No construction on any Parcel shall begin except in accordance with an approved plan. Once a plan is approved, any modification to that plan, or any modification to the finished Parcel, must also be reviewed and approved.

(b) Commons. Construction of any structure upon the Commons (other than initial construction by the Developer), or modification of any existing structure, as well as any material alteration of the landscaping or topography of any Commons, must be approved in advance by the Architectural Review Committee.

(c) Scope. The Design Guidelines shall set standards for all aspects of a Parcel visible from the outside, including without limitation the size and shape of the building, its roof, windows, doors, porches and other components, placement on the lot, fences, drainage, paving and landscaping and all finish materials. The Design Guidelines may also regulate the type, placement and number of residential or business units that may be constructed on a Parcel and the uses to which those units may be put. Review shall include materials and color selection and selection and placement of any ornamentation or functional accessories, including but not limited to the following:

(i) materials and color selection for the main building and any outbuilding (including roof, doors, windows and trim);

(ii) driveways, walks, patios and other ground surface materials;

(iii) antennas, satellite dishes or receivers, solar panels or other devices that are visible from outside the Parcel;

(iv) fountains, swimming pools, whirlpools or other pools;

(v) privacy walls or other fences and gates;

(vi) awnings, flower boxes, shelves, statues, or other outdoor ornamentation, and window coverings visible through the window;

(vii) construction trailers or other trailers, temporary structures, tents, shacks, and sheds;

(viii) signage of any type; and

(ix) permanent or semi-permanent play equipment, whether or not secured, such as tree houses, basketball hoops, skateboard ramps and swing sets.

The listing of a category does not imply that such construction is permitted.

(d) Exception. Interior construction and modifications not affecting the external structure or appearance of any building and not visible from the exterior are not subject to review. However, construction drawings are required as part of the review process to assist in interpreting the design.

(e) Landscaping. The following landscaping requirements apply to all Parcels and Lots in Highgrove:

1. Regular Maintenance.

All Owners are responsible for property maintaining a neat appearance of all landscaping visible to the public. Regular maintenance includes but is not limited to:

- (a) Regular mowing of grass and removal of grass clippings;
- (b) Treatment to control weeds;
- (c) Pruning of trees and shrubbery;
- (d) Edging grass along curb or gutter, drives, walks and natural areas;
- (e) Regular removal of leaves from front lawn
- (f) Regular refreshing of mulch in front natural areas and/or planting beds; and
- (g) Replacing any dead shrubs or trees which were part of a previously approved landscape plan. Replacements should be of the same type as the original and of an appropriate size.

2. Curb and Gutter.

Rocks and other similar items are not permitted on, in or adjacent to the curb or gutter. Painted house numbers are not permitted on the curb or gutter.

3. Edging (Border).

Edging is permitted only if properly installed and maintained. Acceptable edgings are black plastic, steel or aluminum. Brick, stone and concrete products are permitted if they repeat materials and colors of the house while blending with surroundings and having a maximum height of six inches. Poured in place concrete edging is not permitted.

4. Foundation Planting.

All homes should have shrubs planted along the front foundation. The size, type, spacing and quantity of shrubs required will be evaluated based on the height of the foundation wall from the ground up to the first floor. Approval of the Architectural Review Committee is required prior to making change to foundation planting.

5. Gardens.

All Gardens designed for the production of vegetables and flowers for cutting should be located in the rear yard. These gardens are not permissible in front yards. Approval of the Architectural Review Committee is required if a garden will be visible from any street.

6. Landscape Timbers.

Landscape timbers and railroad ties may not be used in the front yard including in construction of planters or around trees. Planters should be constructed of masonry to match the house. Neither railroad ties nor landscape timbers should be used for construction of retaining walls in highly visible areas.

7. Natural Areas and Planting Beds.

A fresh layer of pine straw or naturally colored pine bark should be maintained weed free in areas not covered with sod, Mondo, Pachysandra, Ivy or other approved ground cover in the front and side yards of all homes. White rock or other light colored materials are not permitted. A distinction should be maintained between sod or ground cover by regularly edging along the boundary. The size and location of planting beds should be maintained according to their original condition or subsequently approved landscape plan of the Architectural Review Committee. Approval of the Architectural Review Committee is required prior to making changes to the type of mulch used or the size and location of planting beds.

8. Landscaping and Trees.

Improper cutting, removal, lack of care or intentional damage to existing trees and hedges may result in the issuance of fines and may also result in a requirement that the tree be replaced with an approved species of comparable caliper, or, if approved by the Architectural Review Committee, a combination of trees totaling the caliper of the removed tree, or that hedges be replaced with an approved hedge plant. Fines shall be set by the Architectural Review Committee. No

owner shall cut, remove or mutilate any tree, shrub, bush or other vegetation having a trunk diameter of four inches or more at a point of three feet above the ground level without first obtaining the approval of the Architectural Review Committee. The Architectural Review Committee may, in its sole discretion, require trees removed to be replaced with a tree of size and type as determined by the Committee.

9. Hoses.

Hoses should be of a subdued color and stored neatly on a hose reel or similar container when not in use.

10. Irrigation system

All Owners shall install an irrigation system approved by the Architectural Review Committee which shall irrigate their front lawn and any other part of the lawn and landscaped area visible from any street.

(f) Drainage. All plans shall comply with and Owners shall be solely responsible for applicable drainage, water conservation, erosion control and storm water detention requirements. No alteration of existing grade or any planting, fences or other improvements that alters the flow of water shall be permitted without the express consent of the Architectural Review Committee, which approval shall be for the exclusive benefit of the Developer or Association, as applicable. Approval of a plan by the Architectural Review Committee shall not remove or alter the responsibility of any Owner or builder for compliance with such requirements. The Architectural Review Committee shall not be liable for any drainage, water runoff, or erosion resulting from any construction done by any Owner or builder.

(g) Modifications. Modifications after completion of construction, or additions or changes to the approved plans during construction must be reviewed and approved. However, review is not required to paint with originally approved materials and colors, or to replace the roof or other components with duplicates of the original material.

4.3 Review Procedure.

(a) Application. The plans to be submitted for approval shall include (i) the construction plans and specifications, including all materials and colors, (ii) elevations of all proposed improvements (iii) proposed clearing, grading and landscaping, and (iv) any other items reasonably required by the Architectural Review Committee. Plans and specifications for review shall be submitted in the form required by the Architectural Review Committee.

(b) Uniform Procedures. The Architectural Review Committee may establish forms and procedures for the review of applications, including review costs and fees, if any, to be paid by the applicant. The Architectural Review Committee may provide lists of approved

materials and may allow for staff review and approval of routine or minor matters.

(c) Basis for Decision. Applications shall be approved or denied based upon compliance with the provisions of the Design Guidelines and overall quality of design, including purely aesthetic considerations at the discretion of the Architectural Review Committee. If the Architectural Review Committee rejects an application due to overall design quality or aesthetic considerations, despite compliance with the Design Guidelines, the Architectural Review Committee may make suggestions for improving the design, but is not required to do so.

(d) Variations. The Architectural Review Committee may grant variances from the Design Guidelines based on existing topographical or landscape conditions, existing trees, or architectural merit. Any such variance must be in writing. Approval of a variance does not constitute a precedent for other applications, and such requests may be arbitrarily denied.

(e) Notification: Construction: Inspection. The Architectural Review Committee shall make its best efforts to notify the applicant of its decision within the time allowances set out in its procedures. However, a delay in reviewing an application shall not be deemed consent to construction. Construction of the improvements may begin only after approval has been given. All construction must comply with the submitted plans. The Architectural Review Committee or its agent may inspect the property during construction but has no obligation to make any such inspection. Any inspection made by the Architectural Review Committee is made for the benefit of the Architectural Review Committee or Developer, and is not made for the benefit of or to be relied upon by any third party or Owner.

(f) Completion. When the primary building and landscaping are completed in substantial compliance with the approved plans and specifications and within the time limits described in Article V, the Architectural Review Committee and Developer shall issue a Certificate of Substantial Conformance. The Certificate shall describe any areas of deficiency that need to be corrected. All fines and other enforcement shall be waived so long as the deficiencies are corrected within sixty (60) days. Upon correction of all deficiencies, the Architectural Review Committee shall issue a Certificate of Completion and Release in recordable form.

(g) Governmental Compliance. Owners are responsible for making sure that construction conforms to governmental regulations and all local building codes. The Architectural Review Committee is not responsible for compliance with governmental requirements.

4.4 Approval of Architects, Builders.

(a) Generally. The creation of Highgrove streetscape depends on the quality of design and construction, and adherence to the Design Guidelines. All architects and builders must cooperate with the Architectural Review Committee. Approval of architects (including landscape architects) and builders is necessary to assure quality construction and a reasonable spirit of cooperation. Once granted, approval status may be reviewed and revoked or extended from time to time based on actual performance.

(b) Architects. Architects, including landscape architects, must be approved by the Architectural Review Committee before submitting plans. Approval shall be based on quality of past work, client satisfaction and understanding of, and willingness to work within, the Design Guidelines.

(c) Builders. Builders must be approved by the Developer or the Architectural Review Committee before building in Highgrove. Approval shall be based on willingness to build in accordance with approved plans and specifications, quality of past work, client satisfaction and financial history. Builders must agree to comply with construction regulations, to dispose of construction debris properly and to build in accordance with the approved plans and specifications. Builders may be required to post a deposit for compliance and damages. Failure to comply may result in fines, forfeiture of the deposit and revocation of the right to build in Highgrove.

4.5 Enforcement.

(a) Fines. The Architectural Review Committee may require the builder or Owner to post a deposit from which the Architectural Review Committee may deduct fines for failure to comply with the approved plans and specifications, tree regulations and rules for builder conduct. The collection of a fine shall not in any way diminish the remedies available at law or equity to the Architectural Review Committee.

(b) Suit Permitted. If any construction is begun that has not been approved or that deviates from approved plans and specifications, the Architectural Review Committee, Town Architect, the Developer, or the Association may require the Owner to resolve the dispute through binding arbitration or, at the sole option of the Architectural Review Committee, Town Architect, Developer, or the Association, may bring suit seeking damages, specific performance, declaratory decree and/or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association. If suit is brought and the court finds that the construction was not approved or that the construction deviated from the approved plans or specifications, then the party bringing suit shall also be awarded reasonable attorney's fees, even if the relief requested is not granted.

(c) Trees and Hedges. Improper cutting, removal, lack of care or intentional damage to existing trees and hedges may result in the issuance of fines and may also result in a requirement that the tree be replaced with an approved species of comparable caliper, or, if approved by the Architectural Review Committee, a combination of trees totaling the caliper of the removed tree, or that hedges be replaced with an approved hedge plant. Fines shall be set by the Architectural Review Committee.

(d) Drainage. After reasonable notice (except in an emergency), the Developer or the Association shall have the right but not the obligation to enter onto a Parcel and correct improper grading or other modification to the Parcel which causes drainage problems. Such corrections shall be made at the cost and expense of the Owner of the Parcel, who shall promptly reimburse the Developer or the Association, as applicable. The Parcel shall be subject to a lien for the costs described herein if not paid. The Developer or the Association, as

applicable, shall not be required to repair or replace landscaping or other improvements after such action.

(e) No Waiver. Failure to enforce any provision of these Master Deed Restrictions shall not be deemed a waiver of the right to do so at any time thereafter. Variances from the Design Guidelines may be granted in particular circumstances but such variances shall not create a precedent for other applications.

4.6 Liability. The Architectural Review Committee and its inspectors are concerned primarily with aesthetic considerations, and are not responsible for (1) compliance with governmental requirements, or (2) design or construction defects or (3) use of materials affecting the safety or structural integrity of the building. Approval by the Architectural Review Committee of an application shall not constitute a basis for any liability on the part of the Town Architect, the Developer, or members of the Architectural Review Committee, Board of Directors or Association for failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements, or for the performance or quality of work of any builder or architect approved by it, or for non-compatible or unstable soil conditions or soil erosion, or any other condition of the property, or for any drainage or runoff from the property which damages the property of any third person. Any Owner who submits a plan for review hereby agrees to indemnify the Architectural Review Committee, the Developer or the Association or Board from any claims which may be brought by third parties against the Owner which arise from or are related to any construction done by or for any Owner.

4.7 Selection of Town Architect, Review Board Members.

(a) Selection by Developer. During the Developer Control Period as defined in Section 1.5(c), the Developer, at its option, may select the original Town Architect and any subsequent Town Architect, and shall select the remaining members of the Architectural Review Committee. All such appointees shall serve at the Developer's pleasure.

(b) Assignment of Developer's Rights. Developer's rights to retain and select the Town Architect and Architectural Review Committee members shall be assigned to the Association upon the first to occur of the following:

(i) Upon written notice at any time at the Developer's election;

(ii) Automatically, at the end of the Developer Control Period as defined in Section 1.5(c); or

(iii) After notice from the Association and opportunity to cure, if at any time the Developer is unable or unwilling to exercise its rights under Articles III and IV of these restrictions.

Notwithstanding the foregoing, the Developer may elect to retain indefinitely such rights as they pertain to Highgrove Village. Such election shall be by written notice to the Owners.

Nothing herein shall be interpreted to require the Developer to make such election.

(c) Highgrove Village. When the Developer no longer selects the members of the Architectural Review Committee, the Developer may, but shall not be required to, establish a separate Architectural Review Committee for Highgrove Village, which shall operate in the same manner, and have the same powers, as the Architectural Review Committee established by these Master Deed Restrictions but which shall have jurisdiction over only that property located within Highgrove Village. During the operation of such Architectural Review Committee, any construction or modification within Highgrove Village must be reviewed and approved by the Highgrove Village Architectural Review Committee but shall not be required to be reviewed or approved by the overall Architectural Review Committee. If the Developer fails to establish a Highgrove Village Architectural Review Committee, or if such Committee ever ceases operation, then all construction or modification within Highgrove Village shall be subject to review by the original Architectural Review Committee.

4.8 Financial Support. The Association shall pay the Town Architect, other professionals and staff reasonable compensation for serving on the Architectural Review Committee, as determined from time to time by the Board. All members and all professionals and staff shall be compensated for expenses. The Association shall set the Architectural Review Committee's review fees to cover all or part of the expected cost of its operation. If fees do not cover the cost, the Association shall fund the deficit. Fees shall not be intended to create a surplus, other than an ordinary operating fund for the Architectural Review Committee to which any excess fees shall be contributed. The Architectural Review Committee may employ personnel or contract with individuals or companies as necessary to assist in the review process.

ARTICLE V Covenant to Complete Building on Parcel

5.1 Restrictions on Building, Resale.

(a) Restriction: Purpose. To allow for community development and to discourage speculation that results in empty lots, the Owner of a Parcel, other than an Estate lot, a Manor lot or a Highgrove Village Lot, must substantially begin construction of a primary building on the Parcel, in accordance with plans and specifications approved by the Developer, within a limited period of time as described in Section 5.2.

(b) Completion. A primary building shall be considered complete when it has received a Certificate of Substantial Conformance as described in Section 4.3, and satisfies the requirements for receiving a certificate of occupancy from the City of Tuscaloosa.

(c) Holder of Rights. The right to enforce this Article V is held originally by the Developer, who may assign these rights on a non-exclusive basis at any time to the Architectural Review Committee or to the applicable Association or management entity. The time limit for construction does not apply to any Parcels held by the Developer or any entity related to or affiliated with the Developer. At the end of the Developer Control Period as defined in Section 1.5(c), all of the Developer's rights under this Article V shall be automatically

assigned to the applicable Association or management entity.

5.2 Architectural Review: Time Limit. Owners of lots other than Estate lots, Manor lots or Highgrove Village lots shall:

(a) Submit initial plans and begin the architectural review process within twelve (12) months from the closing date of the purchase of the Parcel;

(b) Begin construction of a primary building on the Parcel, in accordance with approved plans and specifications, within thirty-six (36) months from the closing date;

(c) Diligently pursue construction once construction has begun; and

(d) Substantially complete the building, including landscaping, within twelve (12) months from the beginning of construction.

The time periods in (b) and (d) shall be extended for casualty, extreme material shortages, extreme weather conditions or other significant matters beyond the builder's control but only with approval of the Architectural Control Committee.

5.3 Enforcement. If Owner fails to comply with the requirements of Section 5.2 or if Owner deviates from the approved plans and specifications and fails, after reasonable notice, to correct the deviation, then Developer shall have the right, but not the obligation, to repurchase the Parcel for a total purchase price equal to the amount paid to the Developer when the parcel was first sold by Developer or the current fair market value of the Parcel, whichever is less, plus the cost or fair market value, whichever is less, of any improvements made in accordance with plans approved by the applicable Architectural Review Committee.

Developer must exercise its repurchase option within two (2) years of the required completion date or it shall be deemed to be waived. Developer may assign any or all of its rights under this Section 5.3 to the Architectural Review Committee or the Association, and may exercise any of its rights through any such assignee or other designee.

5.4 Subordination to Mortgage.

(a) Effect. Developer agrees to subordinate its right of repurchase to any first mortgage lien, of an institutional lender (specifically including but without limitation Fannie Mae and any bank, savings and loan association or insurance company) or to any junior lien holder that has a purchase money lien under the terms of this section, which shall be effective whether or not noted in the deed. Any other lender in granting a mortgage or other lien will be subject to this right of repurchase and agrees to these terms. Except as described in this section, the right of repurchase by Developer or its applicable designee or assignee shall not be subordinate to any other encumbrances.

(b) Assumption of Mortgage. Notwithstanding the foregoing subordination provisions, if Developer exercises its right of repurchase while lender's mortgage or other lien

encumbers the Parcel, Developer shall take the Parcel subject to the mortgage or other lien, and lender in granting a mortgage or other lien subject to this right of repurchase agrees to allow Developer or its applicable designee or assignee to repurchase the Parcel subject to the mortgage or such other lien, and such conveyance shall not constitute an event of default under such mortgage.

(c) Mortgage Foreclosure. If lender forecloses the lien of its mortgage or accepts a deed in lieu of foreclosure, Developer's rights of enforcement under Section 5.3 shall not be extinguished but shall continue as a restriction on the lot, which restriction shall run with the land.

ARTICLE VI Developer's Additional Reserved Rights

6.1 Easements in Favor of the Developer. The easements provided by this section are intended to permit the Developer to continue and complete construction of Highgrove, whether or not that property is ultimately submitted to a Declaration. Accordingly, the Developer hereby reserves for itself, its successors and assigns, the following easements, which shall benefit all properties within the Development and all other properties owned by Developer or its assigns that are adjacent to, or reasonably near, Highgrove (including property separated from Highgrove by a public road), whether or not such properties are developed as part of Highgrove:

(a) Private Roads and Paths. A nonexclusive easement for use of any roads or streets that are not accepted for dedication to the public and that are intended for automobile traffic along with a nonexclusive easement for appropriate use of any pedestrian or bicycle paths.

(b) Utility Easements. A blanket easement upon, across, over, through, and under Highgrove for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems and services include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, natural gas, television, security, collection of garbage and recyclable materials, cable or communication lines and other equipment. By virtue of this easement the Developer and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel.

(c) Police Powers. A blanket easement throughout Highgrove for private security services and police services supplied by any branch of government. The reservation of this easement includes without limitation the authority to establish and enforce rules for control over pets or other animals, the activities of minors, and traffic violations, as established by the Association. The reservation of this easement does not obligate the Developer to provide private security or police services.

(d) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within Highgrove to maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery,

grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements, whether the affected property is Commons or owned by any other Owner. The entity that exercises this easement shall be responsible for notifying the affected Owners (except in an emergency) but shall not be obligated to restore landscaping or other improvements. This easement may be exercised at the option of the Developer but shall not be construed to obligate Developer to take any affirmative action to correct conditions.

(e) Encroachment. An easement for any improvements constructed on the Commons that encroach on any Parcel, whether due to any minor deviation from the subdivision plat of Highgrove or the settling or shifting of any land or improvements.

(f) Maintenance of Commons. An easement for maintenance and improvement of the Commons and, to the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons.

(g) Continued Construction. To the extent reasonably necessary, an easement over, under and through any roads, whether public or private, and any other Commons for construction equipment and any other purpose related to continued construction of any property within the Development.

6.2 Reservation of Exclusive Easements. Developer hereby reserves for itself, and its successors or assigns, exclusive easements within all Highgrove for installation, replacement, repair and maintenance of conduit or cable of all varieties, including without limitation fiber optic systems. By virtue of this easement the Developer, its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel. The reservation of such easements does not require that any such systems or services shall be provided by Developer.

6.3 Models: Sales and Management Offices. The Developer reserves for itself, and its successors and assigns, the right to maintain a sales office, a management office and an unlimited number of models within the Development, including without limitation the use of trailers or other temporary structures. These facilities may be located on any Parcel and may be relocated from time to time at the Developer's discretion. The sales office, management office and models may be owned by different entities, including builders and other entities that are unrelated to the Developer. At the end of its use as a sales or management office or model, the Parcel shall be owned by the owner of record, subject to all normal covenants and restrictions. Subject to state law and local ordinances, the Developer or its assigns may maintain advertising signs on the Commons and on the sales office, management office and models.

6.4 Commercial Use of Images. The Developer reserves the following rights:

(a) Commons. The exclusive right to grant permission for the Commons to be photographed, sketched, painted or its image otherwise reproduced for commercial use (including without limitation its use as a motion picture set or as a background for the display of fashions or other goods).

(b) Exteriors. The right to grant permission for similar reproduction of the exteriors of any other part of Highgrove that can be viewed from streets, alleys or Commons. Such exteriors may be reproduced without the consent of, or payment to, the Parcel Owner, but the above right is not intended to prevent any Parcel Owner from granting independent permission for any part of Highgrove owned exclusively by that Owner to be similarly reproduced, in which case the consent of the Developer shall not be required.

The Developer may collect a fee for Developer's use for its consent to the use of such images, or for the providing of support services to photographers or others. The exercise of these rights shall not interfere with normal and customary rights of architects as to structures designed by them. Consent of the Developer shall not be required for photography or other reproductions of the images of Highgrove in connection with any news or feature coverage, for academic purposes, or by any governmental agency or other entity interested in the promotion of the City of Tuscaloosa or the State of Alabama for the development of tourism or commerce or any other similar purpose.

6.5 Name. Trademark. Developer reserves all ownership rights with respect to the phrase "Highgrove" and/or any logos, slogans, trade names or other trademarks or service marks the Developer may use in connection with Highgrove development. Accordingly, Developer reserves the right to register the same as marks owned by the Developer. An Owner may use the word "Highgrove" to describe the location or address of any Parcel and may advertise a business as being located "in Highgrove," but may not incorporate the phrase "Highgrove" or any of the logos, slogans, trade names or other trademarks or service marks used by the Developer without first obtaining the express written permission of the Developer, which permission may be arbitrarily denied.

ARTICLE VII General Provisions

7.1 Assignment. Developer may assign all or any portion of its rights at any time for all or part of the Development to a related entity, to a successor Developer, or to the Association.

7.2 Additional Property. The provisions of these Master Deed Restrictions shall automatically apply to any additional property added to the Plat, unless specifically stated in amendment to the Plat or Plan which adds such additional property to the development.

7.3 Amendment.

(a) By Members. Except as otherwise specified, these Master Deed Restrictions may be amended only with the written consent of the Owners of two-thirds of the Parcels within the Plat. During the Developer Control Period, no amendment shall be permitted unless with the written consent of the Developer.

(b) By the Developer. To the extent permitted by law, the Developer specifically reserves the absolute and unconditional right to amend these Master Deed


Restrictions without the consent or joinder of any party (i) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iii) to comply with governmental requirements, or (iv) to clarify or correct errors in any of the provisions herein.

(c) Recording. Any amendment to these Master Deed Restrictions shall take effect upon the recording of same in the Probate office of Tuscaloosa County, Alabama.

7.4 Enforcement. Waiver of Trial by Jury. In addition to the various enforcement rights specified in this instrument, Developer may bring suit in any court of competent jurisdiction to enforce specific performance of its rights under this Agreement or to seek damages. The Developer desires to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. By acceptance of a deed to any Parcel, the Owners hereby also acknowledge that they wish to avoid the time and expense related to a jury trial of any issues arising hereunder. Therefore, it is mutually agreed by and between the Developer and the Owners, for themselves and their successors and assigns, that they shall and hereby do waive trial by jury of any claim, counterclaim, or third-party claim, including any and all claims of injury or damages, brought by either party against the other arising out of or in any way related to these Master Deed Restrictions. Developer and the Owners acknowledge and agree that this waiver is knowingly, freely and voluntarily given, is desired by all parties, and is in the best interest of all parties.

IN WITNESS WHEREOF, the Developer has executed these Master Deed Restrictions as of the day and year first above written.

HIGHGROVE, INC.

By: 
Its President

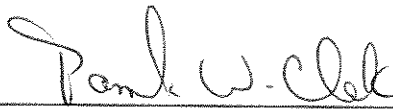
ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that Gene Ray Taylor, whose name as President of Highgrove, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In Witness Whereof, I hereunto set my hand and official seal on this the 14 day of July, 2016.



Notary Public

My commission expires:
MY COMMISSION EXPIRES 3-8-2020

EXHIBIT "A"

All that certain lot or parcel of land situated in the County of Tuscaloosa, State of Alabama, and being more particularly described as follows:

A parcel of land located in the Northeast Quarter, the North Half of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 25, Township 20 South, Range 10 West and the West Half of the Northwest Quarter and the West Half of the Southwest Quarter of Section 30, Township 20 South, Range 9 West all in Tuscaloosa County, Alabama and being more particularly described as follows:

As a POINT OF BEGINNING, start at the Southwest corner of said Section 30; thence run in an Easterly direction along the South boundary of said Section 30 for a distance of 1,329.49 feet to a point; thence with an interior angle of 86 degrees 32 minutes, run in a Northerly direction along the East boundary of the West Half of the Southwest Quarter for a distance of 1,784.71 feet to a point on the West Right-of-Way of Rice Mine Road (also known as Owens Road); thence with an interior angle of 173 degrees 33 minutes, run in a Northwesterly direction along said West Right-of-Way for a distance of 2,681.85 feet to a point; thence with an interior angle of 90 degrees 00 minutes, run in a Southwesterly direction along said Right-of-Way for a distance of 20.00 feet to the point of curvature of a curve having a delta of 119 degrees 45 minutes and a radius of 779.00 feet; thence with an interior angle of 209 degrees 53 minutes to the chord, run in a Northwesterly to Southwesterly direction along said curving Right-of-Way for a chord distance of 1,347.59 feet (arc distance of 1,628.18 feet) to the point of tangency of said curve, said point being on the East Right-of-Way of Watermelon Road; thence with an interior angle of 120 degrees 11 minutes from the chord, run in a Southwesterly direction along said East Right-of-Way for a distance of 635.98 feet to the point of curvature of a curve having a delta of 11 degrees 00 minutes and a radius of 3,541.10 feet; thence with an interior angle of 174 degrees 30 minutes to the chord, continue in a Southwesterly direction along said curving Right-of-Way for a chord distance of 678.78 feet (arc distance of 679.82 feet) to the point of tangency of said curve; thence with an interior angle of 174 degrees 30 minutes from the chord, continue in a Southwesterly direction along said East Right-of-Way for a distance of 87.69 feet to the point of curvature of a curve having a delta of 10 degrees 10 minutes and a radius of 2,824.93 feet; thence with an interior angle of 174 degrees 55 minutes to the chord, continue in a Southwesterly direction along said curving Right-of-Way for a chord distance of 500.58 feet (arc distance of 501.23 feet) to the point of tangency of said curve; thence with an interior angle of 174 degrees 55 minutes from the chord, continue in a Southwesterly direction along said East Right-of-Way for a distance of 238.39 feet to a point; thence with an interior angle of 120 degrees 40 minutes, run in a Southeasterly direction for a distance of 642.22 feet to the point of curvature of a curve having a delta of 27 degrees 29 minutes and a radius of 1,490.77 feet; thence with an interior angle of 193 degrees 59 minutes to the chord, continue in a Southeasterly direction along said curve for a chord distance of 708.32 feet (arc distance of 715.16 feet) to the point of tangency of said curve; thence with an interior angle of 193 degrees 53 minutes from the chord, run in a Southerly direction for a distance of 2,066.82 to the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 25; thence with an interior angle of 92 degrees 27 minutes, run in an Easterly direction along the South boundary of said Section 25 for a distance of

1,330.49 feet to the POINT OF BEGINNING of the parcel herein described, at which point the interior angle is 179 degrees 59 minutes. Said parcel containing 281.72 acres.

LESS AND EXCEPT that part of the property conveyed to Highgrove, Inc. in Deed Book 2015 Page 13146, which property is include in the plat of Highgrove Phase I recorded at Plat Book 2016 Pages 62 through 66 in the Probate Office of Tuscaloosa County, Alabama.

DEED Book 2016 Page 15791

Recorded: 7/20/2016 12:25:21 PM

W. Hardy McCollum, Probate Judge

Tuscaloosa County, Alabama

Term/Cashier: PRO-RECORDING2/RENEEA

Tran: 928629

Probate Judge Fee \$2.00

Recording Fee - By Page Count \$66.00

Source of Title \$1.00

No Tax Collected

Total: \$69.00