

STATE OF ALABAMA }

RESTRICTIVE COVENANTS

LEE COUNTY }

CARY WOODS SUBDIVISION

Lots D-2 & D-3, E-3 through E-6,
E-8 through E-12, H-5 through H-12
& J-1 through J-3

1984 79
Recorded in the Office
of the Judge of Probate
of Lee County, Alabama
Book 5, Page 24

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, Cary Woods, Inc., (hereafter referred to as Developer) is the Owner of Lots D-2 & D-3, E-3 through E-6, E-8 through E-12, H-5 through H-12 & J-1 through J-3 in Cary Woods Subdivision (hereinafter referred to as "Subdivision") located in Auburn, Lee County, Alabama, as shown by the plat recorded in Book 5 at Page 24 in the Office of the Judge of Probate of Lee County, Alabama and

WHEREAS, the Developer desires to subject said property and each lot and improve upon said lots mutual and beneficial restrictions, covenants, terms, conditions and limitations (herein for convenience sometimes referred to collectively as "restrictions") for the benefit of all the lots and the future Owners of said lots.

NOW, THEREFORE, the Developer does hereby proclaim, publish and declare that all of said lots are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following restrictions, which shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest in and to the real property or any part or parts thereof subject to such restrictions. The restrictions contained herein shall apply only to lots D-2 & D-3, E-3 through E-6, E-8 through E-12, H-5 through H-12, J-1 through J-3 (the "subject property") and shall not apply to any other land owned or that may become owned by the Developer, even though such land may be contiguous with the lots.

NOW, THEREFORE, The Developer does hereby declare that the Subject Property shall be subject to the following conditions, limitations, and restrictions, which shall run with the land and shall be binding upon Developer and all parties having or acquiring any right, title or interest in and to any lot forming part of the Subject Property.

ARTICLE I

MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot forming part of the Subject Property and are intended to create mutual, equitable servitude upon each of said lots in favor of

each and all the other lots therein, to create reciprocal rights between the respective Owners of said lots; and to create a privity of contract and estate between the grantees of said lots, their heirs, legal representatives, successors and assigns.

ARTICLE II

Section 2.1 Concept. It is intended that each lot forming part of the Subject Property will be used for single family residential purposes.

Section 2.2 Design Criteria, Structure.

Section 2.2.1 Carports not allowed. Minimum of two car enclosed garage required per dwelling.

Section 2.2.2 Exterior finish on house shall include a minimum of front façade and both side facades of brick.

Section 2.2.3 No window air conditioner shall be installed on the front of any structure.

Section 2.2.4 All outside radio, television and all other antennas or satellite dishes shall be installed in such a way as not to be esthetically offensive from the main road and shall be placed on the back side of the roof or the back side of the chimney. No satellite dishes larger than 36" in diameter. No more than two satellite dishes per house.

Section 2.2.5 Below ground swimming pools will be permitted. No above ground pools permitted. Pool lining surface must be constructed by solid permanent materials. No plastic or vinyl type pool liners allowed. However, fencing of swimming pool areas must be within prescribed set-back lines.

Section 2.2.6 Dust abatement and erosion control measures shall be provided by the contractor or Owner in all stages of construction.

Section 2.2.7 Where possible, concrete, brick or stone walkways are encouraged. Driveway surface must be of concrete.

Section 2.2.8 During the construction, all vehicles, including those delivering supplies must enter the building site only on driveways and such vehicles must be parked on the lot where the construction is under way so as to not unnecessarily damage trees.

Section 2.2.9 All building debris, stumps, trees, etc., must be removed from each lot by builders as often as necessary to keep the house and lot attractive. Such debris

shall not be dumped in any area of Cary Woods Subdivision. Debris removal only as approved by the City of Auburn regulations.

Section 2.2.10 During construction, builder must keep homes and garages clean and yards cut.

Section 2.2.11 Plans for landscaping must meet code requirement for City of Auburn.

Section 2.2.12 No front yard or side yard fencing shall be permitted. Fencing cannot be closer to the street than the rear façade of the primary residence located thereon. All fences for back yards and swimming pools must be of wood or vinyl coated chain link.

Section 2.2.13 During construction, a maximum of two construction signs may each be posted on the lot. There shall be no signs nailed to trees at any time. All builders' and contractors' signs are to be removed from the lot after the house has been completed.

2.2.14 Drainage of surface water, storm water, and/or foundation drains may not be connected to sanitary sewers.

2.2.15 No outside clothes lines shall be permitted without proper screening or enclosure. Clothes lines shall not be visible from street or adjacent lots.

2.2.16 No exterior above ground liquefied fuel storage containers in excess of ten (10) gallons of any kind shall be permitted.

2.2.17 Each lot may contain one mailbox meeting requirements of the U.S. Postal Service. Said mailbox shall have brick surrounds from the ground up which bricks are consistent with the color scheme on the residence.

2.3 The subdivision Developer shall not be responsible in any way for defects in any plans or specifications, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications required by these covenants.

ARTICLE III

EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

SECTION 3.1 All lots forming part of the Subject Property shall be known and described exclusively as residential lots and shall be used for residential purposes as

defined by Zoning Ordinance by City of Auburn. No lot shall be subdivided so as to reduce the size of the lot except that any lot may be divided so as to add the subdivided parts thereof to adjoining lots to create larger lots, such larger lots to be subject to these covenants. Nothing contained herein shall prohibit the construction of one residence upon two (2) or more lots.

3.2 No structure except as otherwise provided, shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family residence.

3.3 Except as otherwise provided, every dwelling building on any lot shall each have and contain at least 2500 square feet total of living space. The term "living space" shall mean the enclosed and covered area within the dwelling that is heated by central heating equipment and is exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics and basements.

ARTICLE IV

GENERAL PROHIBITIONS AND REQUIREMENTS

SECTION 4.1 It shall be the responsibility of each lot Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

4.2 All lots and any improvement placed thereon, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon; provide however that nothing contained herein shall require Developer or a lot owner to alter the natural state of the lot until such time as improvement are constructed thereon. In order to implement effective control of this item, the Developer reserves of itself and its agents, the right, after ten (10) days notice to any lot Owner, to enter upon any residential lot with such equipment and devices as may be necessary for the purpose of mowing, removing, cleaning or cutting underbrush, weeds or other unsightly growth and trash which, in the opinion of the Developer, detracts from the overall beauty and safety of the Subdivision. Such entrance upon such property for such purposes shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and shall not be a trespass. The Developer may charge the Owner a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law equity. The provisions of this paragraph shall not be construed as an obligation on the part of the Developer to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

4.3 Pets may be kept on the Subject Property, provided that owner complies with the rules and regulations of Codes Enforcement of City of Auburn.

4.4 No noxious, offensive or illegal activities shall be carried on upon any lot nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the neighborhood. This includes but is not limited to visual or noise related activities.

4.5 No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any lot above the surface of the ground except hoses and movable pipes used for temporary irrigation purposes.

4.6 No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition and shall be so placed, or screened by shrubbery or other appropriate material so as not to be visible from any street at any time except during periods of refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

4.7 All signs, billboards or advertising structures of any kind are prohibited except builder and subcontractor signs during construction periods as authorized in Section 2.2.14 above and except one professional sign of not more than 2' x 2 ½' to advertise the property during sale period. No sign shall be permitted to be nailed or attached to trees.

4.8 No structure of a temporary character, mobile home, recreational vehicle, storage facility of any kind, trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling are completed and a certificate or other satisfactory evidence of completion is received by the Owner or contractor from the Building Codes Department of the City of Auburn.

4.9 Any dwelling or other structure on any lot which may be destroyed in whole or in part for any reason must be rebuilt in one (1) year. All debris must be removed and the lot be restored to a sightly condition with reasonable promptness, provided that in no event shall such debris remain on any lot longer than sixty (60) days.

4.10 No boat, boat trailer, house trailer, mobile home, camper, motor home, recreational vehicle or similar equipment or vehicle shall be parked or stored on any road, street, driveway, yard or lot for any period of time in excess of twenty four (24) hours

except in enclosed garages. In addition, no vehicle that has visible markings such as advertising or logos identifying it as a work or job related vehicle shall be parked in the street, driveway, yard or lot, except during the period in which the owner/driver of said vehicle is providing service to the lot or improvement thereon. No trucks larger than three-fourths (3/4) ton GVW and no tractors or other excavating machinery shall be parked or stored on any road, street, driveway, yard or lot for any period of time in excess of twenty four (24) hours except during the period of construction on the lot. Any vehicle without a current auto license tag for more than thirty (30) days is not allowed to be parked on any road, street, driveway, yard or lot except in enclosed garages.

ARTICLE V

ENFORCEMENT

SECTION 5.1 In the event of a violation or breach of any of these restrictions by any property Owner, or agent or tenant or invitee of such Owner, the Owner(s) of lot(s), the Developer or any party to whose benefit these restrictions shall inure, shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages, reasonable attorney's fees, cost of court, or other charges to take all such courses of action at the same time, or such legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to invoke an available remedy set forth herein shall be held to be a waiver by the party or an estoppel of that party or of any other party to assert any right available to that party upon the recurrence or continuation of said violation or the occurrence of a different violation.

SECTION 5.2 Violation of these covenants shall subject the owner of the lot to the penalty of a stipulated liquidated damage sum of \$100.00 for each day during which such violation continues. The recovery of such damages shall be available to the Developer first, if not the Developer then to the Owner/Owners of other lots subject to these covenants except that the violator shall not be required to pay damages to more than one person or entity for such violation.

ARTICLE VI

CONSIDERATION

SECTION 6.1 The grantee(s) of any lot subject to the coverage of these Restrictions and the Owner(s) of such lot from time to time, by the acceptance of the conveyance or other instrument conveying an interest in or title to; or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed or other contract upon and subject to each and all of these

restrictions and the agreements herein contained, whether or not such restrictions are recited in the instrument of conveyance.

ARTICLE VII

TERM AND MODIFICATION

SECTION 7.1 These covenants and restrictions shall run with the land and shall be in effect for a period of thirty (30) years from date and can be changed, modified, amended, altered or terminated only in accordance with the provisions hereof. These covenants and restrictions can be changed, modified, amended, altered or terminated at any time by a duly recorded written instrument executed by the then record Owners of ninety (90%) of the lots forming the Subject Property.

ARTICLE VIII

SEVERABILITY

SECTION 8.1 Every one of the Restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions and of and from every combination of the restrictions. Invalidation by any Court of any restrictions in this instrument shall in no way affect the other restrictions which shall remain in full force and effect.

8.2 The Developer may include in any contract or deed hereinafter made or entered into, such modifications and/or additions to these Restrictions, which will by their nature raise the standards of the Subdivision.

ARTICLE IX

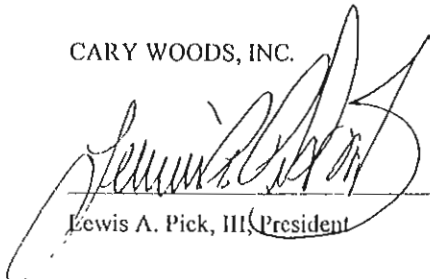
CAPTIONS AND GENDER

SECTION 9.1 The captions preceding the various paragraphs and subparagraphs of these Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions.

9.2 Wherever and whenever applicable, the singular form of any word shall be taken to mean or to apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or the neuter.

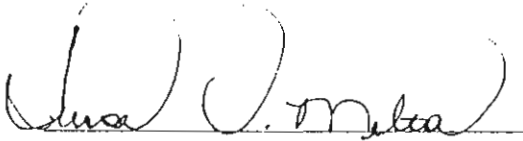
IN WITNESS WHEREOF, the said Cary Woods, Inc. has caused this instrument to be executed in its name by Lewis A. Pick, III, President, and its corporate seal to be hereto affixed and attached by Teresa V. Melton, its Assistant Secretary, being duly authorized this 5th day of February, 2007.

CARY WOODS, INC.



Lewis A. Pick, III, President

ATTEST:



Teresa V. Melton, Assistant Secretary

Book # 1381/58
Page # 9041 / of
Tract # 1374.27651.0059
Page # 92-13-097 1022013
ASC Registration Fee
Total Fees \$ 29.10

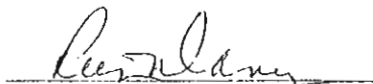
STATE OF ALABAMA *DeKalb*

DEKALB COUNTY *DeKalb City*

I, *Ruth Daniels*, a Notary Public in and for said County in said State, hereby certify that Lewis A. Pick, III, whose name as President of Cary Woods, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledges before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 5th day of February, 2007.





Notary Public