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AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR WRIGHTS MILL ESTATES SUBDIVISION
SIXTH ADDITION

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Tiger Crossing, an Alabama General Partnership, consisting of Eagle Management, L.L.C., an Alabama limited liability company and Redd Family Partnership, L.P., a domestic limited partnership, (hereinafter collectively referred to as "Tiger Crossing") are the owners of certain property described as Wrights Mill Estates Subdivision, Sixth Addition, as shown by map or plat of said subdivision filed for record in Plat Book 21, at Page 101, in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Tiger Crossing has developed property known as Wrights Mill Estates, Second Addition and has subjected each lot located in said Second Addition and imposed on such lots certain restrictions, all as shown in the Declaration of Covenants, Conditions and Restrictions for Wrights Mill Estates, Second Addition (hereinafter referred to as the covenants), as recorded in the deed record of Lee County, Alabama in Book 1701, at Page 139, and corrected by Affidavit of Thomas M. Hayley, dated March 8, 1993, and filed for record in Book 1733, at Page 148, in the Office of the Judge of Probate of Lee County, Alabama, and Modification of Declaration of Covenants, Conditions and Restrictions for Wrights Mill Estates Second Addition (hereinafter referred to as the covenants), as recorded in the deed record of Lee County, Alabama in Book 1855 at Page 166, and corrected by Corrective Modification of Declaration of Covenants, Conditions and Restrictions for Wrights Mill Estates, Second Addition, dated August 9, and filed for record in Book 1877 at Page 191; and

WHEREAS, Tiger Crossing has subjected the Wrights Mill Estates Subdivision, Sixth Addition, and each lot located in said Sixth Addition, to and impose upon said lots the same mutual and beneficial restrictions, covenants, terms, conditions and limitations (hereinafter sometimes referred to as the "Restrictions") for the benefit of all of the lots in the Sixth Addition, as shown on Declaration of Covenants, Conditions and Restrictions for Wrights Mill Estates Subdivision, Sixth Addition, dated October 18, 2000, and filed for record in Book 1265, at Page 311, in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Wrights Mill Estates Subdivision, Sixth Addition as set forth above, are ambiguous and require clarification; and

WHEREAS, Tiger Crossing conveyed to ClifCoe, Inc., Lot 84, Wrights Mill Estates Subdivision, Sixth Addition by deed dated October 18, 2000, and filed for record in Deed Book 2200, at Page 275, in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Tiger Crossing conveyed to ClifCoe, Inc., Lot 85, Wrights Mill Estates Subdivision, Sixth Addition by deed dated October 18, 2000, and filed for record in Deed Book 2200, at Page 273, in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Tiger Crossing conveyed to ClifCoe, Inc., Lot 86, Wrights Mill Estates Subdivision, Sixth Addition by deed dated October 18, 2000, and filed for record in Deed Book 2200, at Page 269, in the Office of the Judge of Probate of Lee County, Alabama;

ALL ESTATES, JUDGE OF PROBATE, LEE COUNTY

and

WHEREAS, Tiger Crossing and ClifCoe, Inc. desire clarify the aforementioned "Restrictions" and to subject the Sixth Addition, and each lot located in said Sixth Addition, to and impose upon said lots the same mutual and beneficial restrictions, covenants, terms, conditions and limitations for the benefit of all of the lots in the Sixth Addition, and the future owners of said lots, as those imposed on Wrights Mill Estates, Second Addition, and in Wrights Mills Estates Sixth Addition, except as provided as follows:

By amending Article III, Section 3.3: Every dwelling building on any lot, shall each not be less than 1,900 square feet under roof, with a ceiling height of not less than eight (8) feet in all enclosed, heated, habitable areas.

NOW THEREFORE, THE PREMISES CONSIDERED, the parties agree as follows:

1. Tiger Crossing and ClifCoe, Inc., being the owners of all lots in Wrights Mill Estates Subdivision, Sixth Addition, do hereby proclaim, publish and declare that all of the lots in the Sixth Addition, are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied, and improved subject to the same restrictions as contained in the Wrights Mill Estates, Second Addition covenants, as those terms have been defined and identified herein, which said restrictions 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 hereof subject to such restrictions, except as amended in Paragraph 2 below. These restrictions contained herein shall apply to the Wrights Mill Estates Sixth Addition, per Declaration of Covenants, Conditions and Restrictions for Wrights Mill Estates, Second Addition (hereinafter referred to as the covenants), as recorded in the deed record of Lee County, Alabama, in Book 1701, at Page 139, and corrected by Affidavit of Thomas M. Hayley, dated March 9, 1993, and filed for record in Book 1733, at Page 148, in the Office of the Judge of Probate of Lee County, Alabama, and Modification of Declaration of Covenants and Restrictions for Wrights Mill Estates, Second Addition (hereinafter referred to as the covenants), as recorded in the deed record of Lee County, Alabama, in Book 1855, at Page 166, and corrected by Corrective Modification of Declaration of Covenants, Conditions and Restrictions for Wrights Mill Estates, Second Addition, dated August 9th, and filed for record in Book 1877, at Page 191, and the Declaration of Covenants, Conditions and Restrictions for Wrights Mill Estates Subdivision, Sixth Addition filed for record in Book 1265, at page 311, and as shown on plat of Wrights Mill Estates Subdivision, Sixth Addition, as shown in Plat Book 21, at Page 101, in the Office of the Judge of Probate of Lee County, Alabama, and to the lots in the Sixth Addition, and shall not apply to any other land development or that may become owned by Tiger Crossing even though such land may be contiguous with the land described as Wrights Mill Estates Subdivision, Second Addition, Phase II, as shown by map or plat of said subdivision filed for record in Plat Book 18, at Page 57, and Wrights Mill Estates Subdivision, Sixth Addition filed for record in Plat Book 21, at Page 101, all in the Office of the Judge of Probate of Lee County, Alabama.

2. Article III, Section 3.3 is hereby amended to read: "Every dwelling building on any lot, shall each not be less than 1,900 square feet under roof, with a ceiling height of not less than eight (8) feet in all enclosed, heated, habitable areas".

3. The parties hereto signing reaffirm and ratify all previously agreements as herein amended, including but not limited to Declaration of Covenants, Conditions and Restrictions for Wrights Mill Estates Subdivision, Sixth Addition filed for record in Book 1265, at page 311, in the Office of the Judge of Probate of Lee County, Alabama.

MSC 1265 610
Recorded in Above Book and Page
02/02/2001 03:36:00 PM
BILL ENGLISH
JUDGE OF PROBATE
LEE COUNTY

IN WITNESS WHEREOF, we have hereunto set our hands and seals
this the 30th day of JANUARY, 2001.

ClifCoe, Inc.

By: Coleman J. Strother
Coleman J. Strother, its President.

TIGER CROSSING, an Alabama General Partnership

Thomas M. Hayley
HAYLEY MANAGEMENT, L.L.C.
BY: THOMAS M. HAYLEY, Managing Member
PARTNER

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Coleman J. Strother, whose name as President of ClifCoe, Inc., an Alabama corporation, is signed to the foregoing conveyance, who is known to me, acknowledged before me on this day, that being informed of the contents of this conveyance he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of ClifCoe, Inc.

In Witness Whereof, I have hereunto set my hand and seal of office on this the 30th day of JANUARY, 2001.

Lawrence P. [Signature]
Notary Public
My Commission Expires: 10-26-03

NTSC 1265 611
Recorded In Above Book and Page
02/02/2001 03:36:00 PM
BILL ENGLISH
JUDGE OF PROBATE
LEE COUNTY

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WRIGHTS MILL ESTATES SUBDIVISION
THIRD ADDITION, PHASE III

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Tiger Crossing, an Alabama General Partnership, consisting of Thomas M. Hayley and Redd Family Partnership, L.P., a domestic limited partnership, (hereinafter collectively referred to as "Tiger Crossing") are the owners of certain property described as Wrights Mill Estates Subdivision, Third Addition, Phase III, as shown by map or plat of said subdivision filed for record in Plat Book 19, at Page 87, in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Tiger Crossing has developed property known as Wrights Mill Estates, Second Addition and has subjected each lot located in said Second Addition and imposed on such lots certain restrictions, all as shown in the Declaration of Covenants, Conditions and Restrictions for Wrights Mill Estates, Second Addition (hereinafter referred to as the covenants), as recorded in the deed record of Lee County, Alabama in Book 1701, at Page 139, and corrected by Affidavit of Thomas M. Hayley, dated March 8, 1993, and filed for record in Book 1733, at Page 148, in the Office of the Judge of Probate of Lee County, Alabama, and Modification of Declaration of Covenants, Conditions and Restrictions for Wrights Mill Estates Second Addition (hereinafter referred to as the covenants), as recorded in the deed record of Lee County, Alabama in Book 1855 at Page 166, and corrected by Corrective Modification of Declaration of Covenants, Conditions and Restrictions for Wrights Mill Estates, Second Addition, dated August 9, and filed for record in Book 1877 at Page 191; and

WHEREAS, Tiger Crossing desires to subject the Third Addition, Phase III, and each lot located in said Third Addition, Phase III, to and impose upon said lots the same mutual and beneficial restrictions, covenants, terms, conditions and limitations (hereinafter sometimes referred to as the "Restrictions") for the benefit of all of the lots in the Fourth Addition, Phase I, and the future owners of said lots, as those imposed on Wrights Mill Estates, Second Addition, except as herein otherwise provided.

NOW THEREFORE, Tiger Crossing does hereby proclaim, publish and declare that all of the lots in the Third Addition, Phase III, are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied, and improved subject to the same restrictions as contained in the Wrights Mill Estates, Second Addition covenants, as those terms have been defined and identified herein, which said restrictions 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 hereof subject to such restrictions. These restrictions contained herein shall apply to the Wrights Mill Estates Third Addition, Phase III, per Declaration of Covenants, Conditions and Restrictions for Wrights Mill Estates, Second Addition (hereinafter referred to as the covenants), as recorded in the deed record of Lee County, Alabama, in Book 1701, at Page 139, and corrected by Affidavit of Thomas M. Hayley, dated March 9, 1993, and filed for record in Book 1733, at Page 148, in the Office of the Judge of Probate of Lee County, Alabama, and Modification of Declaration of Covenants and Restrictions for Wrights Mill Estates, Second Addition (hereinafter referred to as the covenants), as recorded in the deed record of Lee County, Alabama, in Book 1855, at Page 166, and corrected by Corrective Modification of Declaration of Covenants, Conditions and Restrictions for Wrights Mill Estates, Second Addition, dated August 9th, and filed for record in Book 1877, at Page 191, and to the lots in the Third Addition, Phase III, and shall not apply to any other land development or that may become owned by Tiger Crossing even though such land may be contiguous with the land described as Wrights Mill Estates Subdivision, Second Addition, Phase II, as shown by map or plat of said subdivision filed for record in Plat Book 18, at Page 57, in the Office of the Judge of Probate of Lee County, Alabama.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the
24th day of SEPTEMBER, 1997.

TIGER CROSSING, an Alabama General Partnership

THOMAS M. HAYLEY
Partner

MISC 1259 485
Recorded In Above Book and Page
09/24/1997 03:20PM
HAL SMITH
JUDGE OF PROBATE
LEE COUNTY
SPJ Fee 4.00
Recording Fee 6.00
TOTAL 10.00

A. M. Redd, Jr.

REDD FAMILY PARTNERSHIP, L.P.,
a Domestic Limited Partnership
Partner
By: A. M. REDD, JR., Partner

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said State, at Large, hereby certify that **THOMAS M. HAYLEY**, whose name as Partner of **TIGER CROSSING**, an Alabama General Partnership, is signed to the foregoing conveyance, who is known to me, acknowledged before me on this day, that being informed of the contents of this conveyance he, in his capacity as such Partner, executed the same voluntarily on the day the same bears date.

In Witness Whereof I have hereunto set my hand and seal of office this 24th day of SEPTEMBER, 1997.

Notary Public
My Commission Expires: 15/98

STATE OF GEORGIA
COUNTY OF FULTON

I, the undersigned authority, a Notary Public in and for said State, at Large, hereby certify that **A. M. REDD, JR.**, whose name as partner of **REDD FAMILY PARTNERSHIP, L. P.**, a partner in **TIGER CROSSING**, an Alabama General Partnership, whose name is signed to the foregoing conveyance, who is known to me, acknowledged before me on this day, that being informed of the contents of this conveyance he, in his capacity as a partner acting on behalf of **REDD FAMILY PARTNERSHIP, L. P.**, executed the same voluntarily on the day the same bears date.

In Witness Whereof I have hereunto set my hand and seal of office this 24th day of SEPTEMBER, 1997.

Vicki C. Williams

Notary Public
My Commission Expires: Notary Public, Cherokee County, Georgia
My Commission Expires February 1, 2001

Grantee's Address:

MISC 1259 486
Recorded In Above Book and Page
09/24/1997 03:20PM
HAL SMITH
JUDGE OF PROBATE
LEE COUNTY

THIS INSTRUMENT PREPARED BY
DAVIS & COX, ATTORNEYS AT LAW
324 EAST MAGNOLIA AVENUE
AUBURN, ALABAMA 36830

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
WRIGHTS MILL ESTATES II

STATE OF ALABAMA
COUNTY OF LEE

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, THOMAS M. HAYLEY and A.M. REDD, JR. (hereinafter referred to as the Owners), are the owners of certain lots known as WRIGHTS MILL ESTATES II (hereinafter referred to as Subdivision) located in Auburn, Lee County, Alabama and shown by the Plat of Wrights Mill Estates II Subdivision as recorded in Plat Book _____ at Page _____ in the Office of the Judge of Probate of Lee County, Alabama;

WHEREAS, the Owners desire to subject said property and each lot located in said Subdivision and to impose upon said lots mutual and beneficial restrictions, covenants, terms, conditions and limitations (herein for convenience sometimes referred to as "Restrictions") for the benefit of all lots in the Subdivision and the future owners of said lots.

NOW THEREFORE, Thomas M. Hayley and A.M. Redd, Jr. do 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 Thomas M. Hayley and A.M. Redd, Jr. and 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 the lots in Wrights Mill Estates II Subdivision and shall not apply to any other land developed or that may become owned by Thomas M. Hayley and A.M. Redd, Jr. even though such land may be contiguous with the land described above and known as Wrights Mill Estates II.

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 in the Subdivision and are intended to create mutual, equitable servitudes 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

ARCHITECTURAL CONTROL COMMITTEE AND
REQUIREMENTS OF CONSTRUCTION

SECTION 2.1 Concept. It is intended that the Subdivision development will be residential community of high esteem and of first class quality in homes in a neighborhood environment.

2.2 Architectural Control Committee. The Architectural Control Committee (herein referred to as the "Committee") shall be composed of not less than three (3) members at all times. Regardless of the number on the Committee, at least a majority of the membership of the Committee shall be composed of owners of lots in the Subdivision, provided, however, that Thomas M. Hayley and A.M. Redd, Jr. reserves the right to appoint the initial and successor members of the Committee, none of whom need be an owner of a lot in the Subdivision, for five years from and after the date of this Agreement, or until Thomas M. Hayley and A.M. Redd, Jr. elects to terminate its control of the Committee, whichever shall first occur. The initial Committee shall consist of Thomas M.

Hayley, Nancy Campbell, and Norma Jennings. After terminating

control of the Committee by Thomas M. Hayley and A.M. Redd, Jr., as aforesaid, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers and duties. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. A majority of the Committee may designate one or more representatives to act for it.

The primary duty of the Committee shall be to examine and approve or disapprove all plans, including site plans, for construction of improvements on lots within this subdivision in accordance with the provisions of these covenants. The Committee shall have such other responsibilities, duties and authority as provided for, but the Committee shall not have any responsibility, duty or power not expressly provided for herein.

2.3 Plan Approval. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot and the proposed location thereof on any lot or lots, additions after initial approval thereof and any exterior remodeling, reconstruction, alterations or additions thereto on any lot shall be subject to and shall require approval in writing of the Committee before any work is commenced. Construction may not be started before receipt of a Letter of Approval of the Committee, a copy of which must be signed by the Builder, or Owner, and returned to the Committee for retention.

2.4 Review Documents. One set of prints of the drawings and specifications (hereinafter referred to as "plans") for each house or other structure proposed to be constructed on each lot shall be submitted for review and approval or disapproval by the Committee. The plans submitted to the Committee shall be retained by the Committee. Said plans should be delivered to the general office of Thomas M. Hayley and A.M. Redd, Jr. or the Chairman of the Committee at least thirty (30) days prior to commencement of construction. Each such plan must include the following:

2.4.1 All plans for structures shall be not less than 1/8 inch equals 1 foot scale.

2.4.2 All plans must take into consideration the particular topographic and vegetative characteristics of the lot or lots involved.

2.4.3 All plans must state the elevations of all sides of the proposed structure as such sides shall exist after finished grading has been accomplished.

2.4.4 The foundation and floor plan(s) shall show the existing grade on each elevation in order that the extent of cut and/or fill areas may be easily and clearly determined.

2.4.5 The site plan shall show all outlines, setbacks, all trees over six inches in diameter as measured two feet above ground and the species thereof, drives, fences, and underground trench locations at a scale of one inch equals twenty feet. No tree except diseased or damaged trees, may be cut or removed until the plan and siting are approved or actual clearing limits are flagged and then approved by the Architectural Control Committee.

2.4.6 All plans must include a summary specifications list or proposed materials and samples of exterior materials which cannot be adequately described and of materials with which the Committee is unfamiliar.

After the plan for the structure is approved, the house or other structure must be staked out and such siting approved by the Committee before tree cutting or grading is done. No tree may be cut or removed other than that required for necessary staking until both the plan and siting are approved by the Committee.

2.5 Design Criteria, Structure.

2.5.1 It is the intent of this development to maintain itself with as many natural surfaces and textures as possible. The following exterior materials are acceptable:

(a) Brick in natural earth tones unless otherwise approved by Architectural Control Committee.

(b) Wood shakes, or natural colored asphalt shingles or slate siding (suggested roofing materials).

Materials on the sides and back of a building must be the same as the front elevation, except for trim.

2.5.2 Openings of garages should not be visible from the street. In cases where it is unavoidable and openings of garages are visible or partially visible from the street, garage doors shall be installed. This does not include carports. All carports and storage buildings, as to their location and type must be approved by the Architectural Control Committee prior to construction.

2.5.3 No window air conditioner shall be installed on the front of the residence.

2.5.4 Underground services to the individual homes for electrical distribution is the intent of this development and no overhead electrical wiring shall be permitted unless approved by the Architectural Control Committee.

2.5.5 No outside radio and television antennas shall be installed without prior approval of the Committee.

2.5.6 Swimming pools will be permitted. However, fencing of swimming pool areas must be within achieved set-back lines and fence type and site location must be approved by the Architectural Control Committee.

2.5.7 Dust abatement and erosion control measures shall be provided by the contractor or owner in all stages of construction.

2.5.8 Where possible, concrete, brick or stone curved walkways are encouraged. Both walkways and driveways must be approved by the Architectural Control Committee.

2.5.9 All mailboxes shall be designed and located in accordance with the overall architectural scheme of the residency, and must meet requirements of the United States Postal Service.

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

2.5.11 All building debris, stumps, trees, etc., must be removed from each lot by builder as often as necessary to keep the house and lot attractive. Such debris shall not be dumped in any area of Wrights Mill Estates Subdivision.

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

2.5.13 All plans for landscaping and irrigation must be submitted to the Committee for approval and be designed by a company or licensed landscape architect which has prior approval of the Architectural Control Committee.

2.5.14 It is preferred that no chain link fences may be used. All fences, as to their location and type must be approved by the Architectural Control Committee prior to construction.

2.5.15 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 building is completed.

2.5.16 Drainage of surface water, storm water, and/or foundation drains may not be connected to sanitary sewers or drain into the lake.

2.5.17 No outside clothes lines shall be permitted without the Architectural Control Committee's approval.

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

2.5.19 No lot corner stakes may be removed and in the event that such are removed or destroyed either during construction of a dwelling or at any other time, it shall be the responsibility of the owner of the lot to have such restored by a licensed surveyor at the lot owner's expense. The failure of a lot owner to restore or replace such lot stakes in accordance with the final subdivision plat, shall authorize Thomas M. Hayley and A.M. Redd, Jr. to have such work performed and to charge the expense thereof to the owner.

2.5.20 Proper erosion control plans shall be submitted to the Architectural Control Committee for approval prior to the construction phase beginning. These plans should set out in detail the planned utilized and any builder or subcontractor that will be responsible for the implementation of the plan.

2.5.21 The site of placement of the septic tank shall be approved by the Architectural Control Committee prior to its placement. In placing said septic tank and field lines there should be all efforts made to place the field lines so that there will be no drain off or dumping into the lake from the lots in close proximity to the lake.

2.5.22 The Architectural Control Committee requires the prior approval of all builders and subcontractors that will work on any structure or improvement on the lots in Wrights Mill Estates II. A list of said builders and subcontractors shall be submitted for approval either with the initial plan or prior to the beginning of any construction or site preparation.

The Architectural Control Committee reserves the right to add to the above regulations from time to time at its discretion.

2.6 Neither the Committee nor any architect nor agent thereof nor Thomas M. Hayley and A.M. Redd, Jr. shall be responsible in any way for any defects in any plans or specifications submitted, 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.

ARTICLE III

EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

SECTION 3.1 All lots in the subdivision shall be known and described as residential lots and shall be used for single family residential purposes exclusively and no lot shall be subdivided without the consent of the Architectural Control Committee.

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 not to exceed four (4) stories.

3.3 Except as otherwise provided, every dwelling building on any lot, exclusive of one story open porches, garages, carports and finished basements, shall each have not less than 1,900 square feet of floor space on the main floor, or total of all floors if split

level, with a ceiling height of not less than eight (8) feet in all enclosed, heated, habitable areas.

3.4 No more than a single family unit and one unrelated person shall occupy any dwelling house.

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 unkept 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, whether occupied or unoccupied, and any improvements 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 or on or near the lake. In order to implement effective control of this item, Thomas M. Hayley and A.M. Redd, Jr. reserves for itself and its agents and the Committee, 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, clearing or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of Thomas M. Hayley and A.M. Redd, Jr. or the Committee detracts from the overall appearance 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. Thomas M. Hayley and A.M. Redd, Jr. or the Committee 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 or equity. The provisions of this paragraph shall not be construed as an obligation on the part of Thomas M. Hayley and A.M. Redd, Jr. or the Committee to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

4.3 No animals, livestock or poultry of any kind or description, except the usual household pets, shall be kept on any lot, provided that no household pet may be kept on any lot for breeding or commercial purposes.

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 development.

4.5 No oil, natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any lot and 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 shall be installed or maintained on any lot above the surface of the ground except hoses and movable pipes used for irrigation purposes.

4.6 No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot or on or near the lake. 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 clean and sanitary condition and shall be so placed, buried or screened by shrubbery or other appropriate material approved in writing by the Committee so as not to be visible from any street within sight distance of the lot at any time except during periods of refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted except during construction phase without prior approval of the Architectural Control Committee and the City of Auburn. Violation of this subsection of these covenants shall subject the owner of the lot to the penalty of a stipulated liquidated damage sum of \$50.00 for each day during which such

violation continues. The recovery of such damages shall be available to Thomas M. Hayley and A.M. Redd, Jr. or to any owner 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.

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 2.5.15 above and except one professional sign of not more than two (2) square feet 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, 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 or 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 Official of the municipality where the property is located.

4.9 Any dwelling or other structure on any lot in the Subdivision 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 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 fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above any roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or in case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply to any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. Except as herein provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight-lines. Any such tree of a rare or unusual species may be permitted to remain in place upon application to and written permission from the Committee and approved by the appropriate city official or department.

4.11 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 located in the Subdivision for any period of time in excess of twenty-four (24) hours except in enclosed garages. 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 located in the subdivision for any period of time in excess of twenty-four (24) hours except during the period of construction on lot. No cars shall remain on the street overnight.

4.12 Only those lots which actually have footage along the lake may have use of the lake. Each owner and up to two guests may utilize the lake at any given time for fishing. No gasoline engines or boats shall be allowed on the lake. No piers or any structure along the lake shall be built without meeting the criteria of this document and without prior approval of the Architectural Control Committee. The Architectural Control Committee shall on an annual basis assess a fee to those lots on the lake of Two Hundred Dollars or such sum as they deem reasonably necessary for the upkeep of the lake. There will be no alteration or disturbance of the creek, lake and water supply by any lot owner.

4.13 No professional, business, home industry, religion, school, kindergarten or educational enterprises shall be conducted on any lot. No owner or occupant of any dwelling erected on any lot shall ever rent or lease rooms, but such shall not be construed to prevent the rental of an entire residence to a family unit nor the employment of live-in-domestic servants.

4.14 Prior to occupancy of any residence constructed on any lot, all yard areas which are visible from any street or adjoining lot must be planted with grass or have other suitable ground cover, and driveways must be paved or otherwise approved by the Committee.

4.15 No building shall be located nearer to the street line than as indicated by the building set-back lines shown on the recorded subdivision plat. Where these set-back lines are less than those required by the zoning ordinance of the municipality where the lot is located, the higher requirement shall control. For the purposes of this paragraph, eaves, steps and open porches not covered by a roof structure shall not be considered as a part of building, provided however, that this shall not be construed to permit any portion of the building or construction on any lot to encroach upon another lot or upon easements reserved in Article V hereof.

4.16 No structure or other permanent fixture, excluding landscaping plantings meeting the requirements of Section 4.10 hereof, and mail boxes meeting the requirements of Section 2.5.9 hereof, shall be erected, placed or altered on any lot between the street and the building set-back line unless the same be a retaining wall of masonry construction which does not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced or stabilized. The exposed part of such retaining walls shall be made of brick, natural stone or concrete block veneered with brick, natural stone or other material approved by the Committee.

ARTICLE V

ENFORCEMENT

SECTION 5.1 In the event of a violation or breach of any of these restrictions by any property owner, or family of owner(s) of lot(s), Thomas M. Hayley and A.M. Redd, Jr. 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 or to take all such courses of action at the same time, or such other legal remedy it may deem appropriate. Any delay or failure on the part of an aggrieved party to invoke an available remedy set forth herein shall be held to be waiver of that party or an estoppel of that party or of any party to assert any right available to that party upon the recurrence or continuation of said violation or the occurrence of a different 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 Thomas M. Hayley and A.M. Redd, Jr. or a subsequent owner of such lot, shall accept such deed or other contract upon the subject of each and all of these restrictions and the agreements herein continued, whether or not such restrictions are recited in the instrument of conveyance.

ARTICLE VII

TERMS AND MODIFICATION

SECTION 7.1 These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 20 years from the date these covenants are recorded, after which time said covenants shall expire unless extended. One or more extensions of the term of these covenants may be made by recording, prior to the expiration of the original terms or any extension thereof, an instrument signed by the majority of the then owners of the lots extending the term of said covenants. No extension shall be for a term longer than ten years.

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. Invalidity by any Court of any restrictions in this instrument shall in no way affect any of the other restrictions which shall remain in full force and effect.

8.2 Thomas M. Hayley and A.M. Redd, Jr. may include in any contract or deed hereinafter made or entered into, such modifications and/or additions to these protective covenants and 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 sub-paragraphs 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 apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or the neuter.

IN WITNESS WHEREOF, Thomas M. Hayley and A.M. Redd, Jr. have caused these Restrictions to be properly executed, individually, have executed these Restrictions on this the 23rd day of October, 1992.

Thomas M. Hayley
THOMAS M. HAYLEY

A.M. Redd, Jr.
A.M. REDD, JR.

STATE OF ALABAMA
LEE COUNTY-

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Thomas M. Hayley and A.M. Redd, Jr., an Alabama General Partnership by THOMAS M. HAYLEY, general partner, whose name is signed to the foregoing instrument, and is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 23rd day of October, 1992.

(NOTARY SEAL)

Michelle Swecker
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9-24-96

BOOK 1701 PAGE 116

**MODIFICATION
OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WRIGHTS MILL ESTATES II**

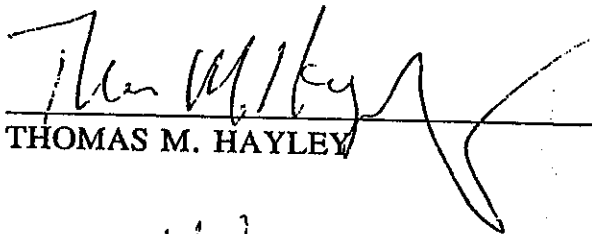
THIS MODIFICATION is made this 20th day of May, 1994.

In accordance with Paragraph 2.2-Architectural Control Committee, Thomas M. Hayley and A.M. Redd, Jr. reserve the right to appoint the initial and successor members of the Committee, none of whom needed to be owners of a lot in the subdivision for five (5) years from and after the date of the original Declaration of Covenants, Conditions and Restrictions of Wrights Mill Estates II as referenced above, dated the 23rd day of October, 1992 and recorded in the Office of the Judge of Probate of Lee County, Alabama in Book 1701, at Page 139. In accordance with said provision, the undersigned reconstitute the committee to consist of the following members:

Thomas M. Hayley, A.M. Redd, Jr., and Nancy Davis.

Except as modified and amended, the Declaration of Covenants, Conditions and Restrictions shall remain in full force and effect.

IN WITNESS THEREOF, the undersigned hereby sets their hands and seals this the 20th day of May, 1994.



THOMAS M. HAYLEY



A.M. REDD, JR.

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that THOMAS M. HAYLEY, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 20th day of May, 1994.

Debra A. Pritchett
Notary Public

My Commission Expires: ~~MY COMMISSION EXPIRES AUGUST 11, 1997~~

STATE OF Alabama
COUNTY OF Lee

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that A.M. REDD, JR., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 20th day of May, 1994.

Debra A. Pritchett
Notary Public

My Commission Expires: ~~MY COMMISSION EXPIRES AUGUST 11, 1997~~

1855-166
FILED IN PROBATE COURT
LEE COUNTY, ALA.
ON MAY 25 PM 2:32
NOTARY PUBLIC
NOTED TAX

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WRIGHTS MILL ESTATE SUBDIVISION
THIRD ADDITION, PHASE II**

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Tiger Crossing, an Alabama General Partnership, consisting of Thomas M. Hayley and Redd Family Partnership, L.P., a domestic limited partnership, (hereinafter collectively referred to as "Tiger Crossing") are the owners of certain property described as Wrights Mill Estates Subdivision, Third Addition, Phase II, as shown by map or plat of said subdivision filed for record in Plat Book 18, at Page 57, in the Office of the Judge of Probate of Lee County, Alabama; and


WHEREAS, Tiger Crossing has developed property known as Wrights Mill Estates, Second Addition and has subjected each lot located in said Second Addition and imposed on such lots certain restrictions, all as shown in the Declaration of Covenants, Conditions and Restrictions for Wrights Mill Estates, Second Addition (hereinafter referred to as the covenants), as recorded in the deed record of Lee County, Alabama in Book 1701, at Page 139, and corrected by Affidavit of Thomas M. Hayley, dated March 8, 1993, and filed for record in Book 1733, at Page 148, in the Office of the Judge of Probate of Lee County, Alabama, and Modification of Declaration of Covenants, Conditions and Restrictions for Wrights Mill Estates Second Addition (hereinafter referred to as the covenants), as recorded in the deed record of Lee County, Alabama in Book 1855 at Page 166, and corrected by Corrective Modification of Declaration of Covenants, Conditions and Restrictions for Wrights Mill Estates, Second Addition, dated August 9, and filed for record in Book 1877 at Page 191; and

WHEREAS, Tiger Crossing desires to subject the Third Addition, Phase II, and each lot located in said Third Addition, Phase II, to and impose upon said lots the same mutual and beneficial restrictions, covenants, terms, conditions and limitations (hereinafter sometimes referred to as the "Restrictions") for the benefit of all of the lots in the Fourth Addition, Phase I, and the future owners of said lots, as those imposed on Wrights Mill Estates, Second Addition, except as herein otherwise provided.

NOW THEREFORE, Tiger Crossing does hereby proclaim, publish and declare that all of the lots in the Third Addition, Phase II, are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied, and improved subject to the same restrictions as contained in the Wrights Mill Estates, Second Addition covenants, as those terms have been defined and identified herein, which said restrictions 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 hereof subject to such restrictions. These restrictions contained herein shall apply to the Wrights Mill Estates Second Addition, per Declaration of Covenants, Conditions and Restrictions for Wrights Mill Estates, Second Addition (hereinafter referred to as the covenants), as recorded in the deed record of Lee County, Alabama, in Book 1701, at Page 139, and corrected by Affidavit of Thomas M. Hayley, dated March 9, 1993, and filed for record in Book 1733, at Page 148, in the Office of the Judge of Probate of Lee County, Alabama, and Modification of Declaration of Covenants and Restrictions for Wrights Mill Estates, Second Addition (hereinafter referred to as the covenants), as recorded in the deed record of Lee County, Alabama, in Book 1855, at Page 166, and corrected by Corrective Modification of Declaration of Covenants, Conditions and Restrictions for Wrights Mill Estates, Second Addition, dated August 9th, and filed for record in Book 1877, at Page 191, and to the lots in the Third Addition, Phase II, and shall not apply to any other land development or that may become owned by Tiger Crossing even though such land may be contiguous with the land described as Wrights Mill Estates Subdivision, Second Addition, Phase II, as shown by map or plat of said subdivision filed for record in Plat Book 18, at Page 57, in the Office of the Judge of Probate of Lee County, Alabama.

12- IN WITNESS WHEREOF, we have hereunto set our hands and seals this the day of JUNE, 1996.

TIGER CROSSING, an Alabama General Partnership


THOMAS M. HAYLEY
Partner

BOOK 2051 PAGE 304

A. M. Redd Jr.

REDD FAMILY PARTNERSHIP, L.P.,
a Domestic Limited Partnership
Partner
By: A. M. REDD, JR., Partner

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said State, at Large, hereby certify that THOMAS M. HAYLEY, whose name as Partner of TIGER CROSSING, an Alabama General Partnership, is signed to the foregoing conveyance, who is known to me, acknowledged before me on this day, that being informed of the contents of this conveyance he, in his capacity as such Partner, executed the same voluntarily on the day the same bears date.

In Witness Whereof I have hereunto set my hand and seal of office this 12th day of June, 1996.

[Signature]
Notary Public
My Commission Expires: 1/5/98

STATE OF GEORGIA
COUNTY OF FULTON

I, the undersigned authority, a Notary Public in and for said State, at Large, hereby certify that A. M. REDD, JR., whose name as partner of REDD FAMILY PARTNERSHIP, L. P., a partner in TIGER CROSSING, an Alabama General Partnership, whose name is signed to the foregoing conveyance, who is known to me, acknowledged before me on this day, that being informed of the contents of this conveyance he, in his capacity as a partner acting on behalf of REDD FAMILY PARTNERSHIP, L. P., executed the same voluntarily on the day the same bears date.

In Witness Whereof I have hereunto set my hand and seal of office this 12th day of June, 1996.

Vicki C. Wilkins
Notary Public
My Commission Expires:

Notary Public, Cherokee County, Georgia
My Commission Expires Feb, 19, 1997

Grantee's Address:

008476
BOOK 2051 PAGE 304
95 JUN 13 AM 10:52
FULTON COUNTY
MORTGAGE TAX
DEED TAX

→ THIS INSTRUMENT PREPARED BY
DAVIS & COX, ATTORNEYS AT LAW
324 EAST MAGNOLIA AVENUE
AUBURN, ALABAMA 36830

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WRIGHTS MILL ESTATES SUBDIVISION
SIXTH ADDITION

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Tiger Crossing, an Alabama General Partnership, consisting of Eagle Management, L.L.C., an Alabama limited liability company and Redd Family Partnership, L.P., a domestic limited partnership, (hereinafter collectively referred to as "Tiger Crossing") are the owners of certain property described as Wrights Mill Estates Subdivision, Sixth Addition, as shown by map or plat of said subdivision filed for record in Plat Book 21, at Page 101, in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Tiger Crossing has developed property known as Wrights Mill Estates, Second Addition and has subjected each lot located in said Second Addition and imposed on such lots certain restrictions, all as shown in the Declaration of Covenants, Conditions and Restrictions for Wrights Mill Estates, Second Addition (hereinafter referred to as the covenants), as recorded in the deed record of Lee County, Alabama in Book 1701, at Page 139, and corrected by Affidavit of Thomas M. Hayley, dated March 8, 1993, and filed for record in Book 1733, at Page 148, in the Office of the Judge of Probate of Lee County, Alabama, and Modification of Declaration of Covenants, Conditions and Restrictions for Wrights Mill Estates Second Addition (hereinafter referred to as the covenants), as recorded in the deed record of Lee County, Alabama in Book 1855 at Page 166, and corrected by Corrective Modification of Declaration of Covenants, Conditions and Restrictions for Wrights Mill Estates, Second Addition, dated August 9, and filed for record in Book 1877 at Page 191; and

WHEREAS, Tiger Crossing desires to subject the Sixth Addition, and each lot located in said Sixth Addition, to and impose upon said lots the same mutual and beneficial restrictions, covenants, terms, conditions and limitations (hereinafter sometimes referred to as the "Restrictions") for the benefit of all of the lots in the Sixth Addition, and the future owners of said lots, as those imposed on Wrights Mill Estates, Second Addition, except as provided as follows:

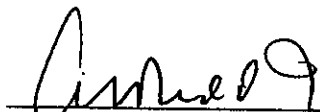
By adding as Article II, Section 2.5.1 (c): All windows shall be clad or wood frame.

By amending Article II, Section 2.5.9: All mailboxes shall be constructed of brick, and designed and located in accordance with the overall architectural scheme of the residency, and must meet requirements of the United States Postal Service.

By amending Article III, Section 3.3: Except as otherwise provided, every dwelling building on any lot, exclusive of one story open porches, garages, carports and finished basements, shall each not less than 1,900 square feet under roof, with a ceiling height of not less than eight (8) feet in all enclosed, heated, habitable areas.

NOW THEREFORE, Tiger Crossing does hereby proclaim, publish and declare that all of the lots in the Sixth Addition, are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied, and improved subject to the same restrictions as contained in the Wrights Mill Estates, Second Addition covenants, as those terms have been defined and identified herein, which said restrictions 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 hereof

Recorded In MISS BK 1265 PG 311, 10/28/2000 08:51:58 AM Recording Fee 14.00, TOTAL 14.00
RAL SMITH, JUDGE OF PROBATE, LEE COUNTY

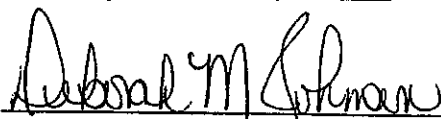


REDD FAMILY PARTNERSHIP, L.P.,
a Domestic Limited Partnership
By: A. M. REDD, JR., Partner
PARTNER

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said State, at Large, hereby certify that **THOMAS M. HAYLEY**, whose name as Managing Member of Eagle Management, L.L.C., an Alabama limited liability company, as Partner of Tiger Crossing, an Alabama General Partnership, is signed to the foregoing conveyance, who is known to me, acknowledged before me on this day, that being informed of the contents of this conveyance he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of Tiger Crossing.

In Witness Whereof I have hereunto set my hand and seal of office this 18th day of October, 2000.

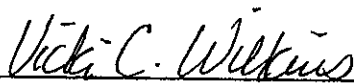


Notary Public My Commission Expires August 16, 2003
My Commission Expires:

STATE OF GEORGIA
COUNTY OF FULTON

I, the undersigned authority, a Notary Public in and for said State, at Large, hereby certify that **A. M. REDD, JR.**, whose name as Partner of **REDD FAMILY PARTNERSHIP, L. P.**, a Domestic Limited Partnership, as Partner of Tiger Crossing, an Alabama General Partnership, is signed to the foregoing conveyance, who is known to me, acknowledged before me on this day, that being informed of the contents of this conveyance he, as such Partner and with full authority, executed the same voluntarily on the day the same bears date for and as the act of Tiger Crossing.

In Witness Whereof I have hereunto set my hand and seal of office this 18th day of October, 2000.



Notary Public

My Commission Expires:

Notary Public, Cherokee County, Georgia
My Commission Expires February 1, 2007

Grantee's Address:

MISC 1265 313
Recorded In Above Book and Page
10/20/2000 08:51:58 AM
HAL SMITH
JUDGE OF PROBATE
LEE COUNTY

THIS INSTRUMENT PREPARED BY
DAVIS, DAVIDSON & McLAUGHLIN
ATTORNEYS AT LAW
324 EAST MAGNOLIA AVENUE
AUBURN, ALABAMA 36830

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
WRIGHTS MILL ESTATES II
STATE OF ALABAMA
COUNTY OF LEE

1701/139

KNOW ALL MEN BY THESE PRESENTS, that:

HERETOFOR, THOMAS H. HAYLEY and A. K. REDD, JR. (hereinafter referred to as the Donors), are the owners of certain lots known as WRIGHTS MILL ESTATES II (hereinafter referred to as Subdivision) located in Auburn, Lee County, Alabama and shown by the Plat of Wrights Mill Estates II Subdivision as recorded in Plat Book 15 of Page 173 in the Office of the Judge of Probate of Lee County, Alabama;

WHEREAS, the Owners desire to subject said property and each lot located in said Subdivision and to impose upon said lots mutual and beneficial restrictions, covenants, terms, conditions and limitations (herein for convenience sometimes referred to as "Restrictions") for the benefit of all lots in the Subdivision and the future owners of said lots.

NOW THEREFORE, THOMAS H. HAYLEY and A. K. REDD, JR. do 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 THOMAS H. HAYLEY and A. K. REDD, JR. and 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 the lots in Wrights Mill Estates II Subdivision and shall not apply to any other land developed or that may become owned by THOMAS H. HAYLEY and A. K. REDD, JR. even though such land may be contiguous with the land described above and known as WRIGHTS MILL ESTATES II.

ARTICLE I

MUTUALITY OF BENEFIT AND DEDICATION

SECTION 1.1 The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Subdivision and are intended to create mutual, equitable servitudes 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 privacy of contract and estate between the grantees of said lots, their heirs, legal representatives, successors and assigns.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE AND REQUIREMENTS OF CONSTRUCTION

SECTION 2.1 Concept. It is intended that the Subdivision development will be residential community of high esteem and of first class quality in homes in a neighborhood environment.

2.2 Architectural Control Committee. The Architectural Control Committee (herein referred to as the "Committee") shall be composed of not less than three (3) members at all times. Regardless of the number on the Committee, at least a majority of the membership of the Committee shall be composed of owners of lots in the Subdivision. Provided, however, that THOMAS H. HAYLEY and A. K. REDD, JR. reserves the right to appoint the initial and successor members of the Committee, none of whom need be an owner of a lot in the Subdivision, for five years from and after the date of this Agreement, or until THOMAS H. HAYLEY and A. K. REDD, JR. elects to terminate its control of the Committee, whichever shall first occur. The initial Committee shall consist of THOMAS H.

HAYLEY, NANCY CAMPBELL, and NORMA JENNINGS. After terminating

control of the Committee by THOMAS H. HAYLEY and A. K. REDD, JR., as aforesaid, the then record owner of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers and duties. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. A majority of the Committee may designate one or more representatives to act for it.

The primary duty of the Committee shall be to examine and approve or disapprove all plans, including site plans, for construction of improvements on lots within this Subdivision in accordance with the provisions of these covenants. The Committee shall have such other responsibilities, duties and authority as provided for, but the Committee shall not have any responsibility, duty or power not expressly provided for herein.

2.3 Plan Approval. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot and the proposed location thereof on any lot or lots, additions after initial approval thereof and any alterations, remodeling, reconstruction, alterations or additions thereto on any lot shall be subject to and shall require approval in writing of the Committee before any work is commenced. Construction may not be started before receipt of a letter of approval of the Committee, a copy of which must be signed by the builder, or owner, and returned to the Committee for retention.

2.4 Review Documents. One set of prints of the drawings and specifications (hereinafter referred to as "plans") for each house or other structure proposed to be constructed on each lot shall be submitted for review and approval or disapproval by the Committee. Said plans should be delivered to the general office of THOMAS H. HAYLEY and A. K. REDD, JR. or the Chairman of the Committee at least thirty (30) days prior to commencement of construction. Each such plan must include the following:

2.4.1 All plans for structures shall be not less than 1/8 inch equals 1 foot scale.

2.4.2 All plans must take into consideration the particular topographic and vegetative characteristics of the lot or lots involved.

2.4.3 All plans must state the elevations of all sides of the proposed structure as such sides shall exist after finished grading has been accomplished.

2.4.4 The foundation and floor plan(s) shall show the existing grade on each elevation in order that the extent of cut and/or fill areas may be easily and clearly determined.

2.4.5 The site plan shall show all outlines, setbacks, all trees over six inches in diameter as measured two feet above ground and the species thereof, drives, fences, and underground trench except diseased or damaged trees, may be cut or removed until the plan and siting are approved or actual clearing limits are flagged and then approved by the Architectural Control Committee.

2.4.6 All plans must include a summary specifications list of proposed materials and samples of exterior materials which cannot be adequately described and of materials with which the Committee is unfamiliar.

After the plan for the structure is approved, the house or other structure must be staked out and such siting approved by the Committee before tree cutting or grading is done. No tree may be cut or removed other than that required for necessary staking until both the plan and siting are approved by the Committee.

1701/139

15/173

15/172

2.5 Design Criteria, Structures.

2.5.1 It is the intent of this development to maintain itself with as many natural surfaces and textures as possible. The following exterior materials are acceptable:

(a) Brick in natural earth tones unless otherwise approved by Architectural Control Committee.

(b) Wood shakes, or natural colored asphalt shingles or slate siding (suggested roofing materials).

Materials on the sides and back of a building must be the same as the front elevation, except for trim.

2.5.2 Openings of garages should not be visible from the street. In cases where it is unavoidable and openings of garages are visible or partially visible from the street, garage doors shall be installed. This does not include carports. All carports and storage buildings, as to their location and type must be approved by the Architectural Control Committee prior to construction.

2.5.3 No window air conditioner shall be installed on the front of the residence.

2.5.4 Underground services to the individual homes for electrical disconnection is the intent of this development and no overhead electrical wiring shall be permitted unless approved by the Architectural Control Committee.

2.5.5 No outside radio and television antennas shall be installed without prior approval of the Committee.

2.5.6 Swimming pools will be permitted. However, fencing of swimming pool areas must be within achieved set-back lines and fence type and site location must be approved by the Architectural Control Committee.

2.5.7 Dust abatement and erosion control measures shall be provided by the contractor or owner in all stages of construction.

2.5.8 Where possible, concrete, brick or stone curved walkways are encouraged. Both walkways and driveways must be approved by the Architectural Control Committee.

2.5.9 All sailboats shall be designed and located in accordance with the overall architectural scheme of the residency, and must meet requirements of the United States Postal Service.

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

2.5.11 All building debris, stumps, trees, etc., must be removed from each lot by builder as often as necessary to keep the house and lot attractive. Such debris shall not be dumped in any area of Wrights Mill Estates Subdivision.

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

2.5.13 All plans for landscaping and irrigation must be submitted to the Committee for approval and be designed by a company or licensed landscape architect which has prior approval of the Architectural Control Committee.

2.5.14 It is preferred that no chain link fences be used. All fences, as to their location and type must be approved by the Architectural Control Committee prior to construction.

2.5.15 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 building is completed.

2.5.16 Drainage of surface water, storm water, and/or foundation drain may not be connected to sanitary sewers or drain into the lake.

2.5.17 No outside clothes lines shall be permitted without the Architectural Control Committee's approval.

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

2.5.19 No lot corner stakes may be removed and in the event that such are removed or destroyed either during construction of a dwelling or at any other time, it shall be the responsibility of the owner of the lot to have such restored by a licensed surveyor at the lot owner's expense. The failure of a lot owner to restore or replace such lot stakes in accordance with the final subdivision plat, shall authorize Thomas K. Hayley and A. R. Zedl, Jr., to have such work performed and to charge the expense thereof to the owner.

2.5.20 Proper erosion control plans shall be submitted to the Architectural Control Committee for approval prior to the construction phase beginning. These plans should set out in detail the planned utilized and any builder or subcontractor that will be responsible for the implementation of the plan.

2.5.21 The site of placement of the septic tank shall be approved by the Architectural Control Committee prior to its placement. In placing said septic tank and field lines there shall be all efforts made to place the field lines so that there will be no drain off or dumping into the lake from the lots in close proximity to the lake.

2.5.22 The Architectural Control Committee requires the prior approval of all builders and subcontractors that will work on any structure or improvement on the lots in Wrights Mill Estates II. A list of said builders and subcontractors shall be submitted for approval either with the initial plan or prior to the beginning of any construction or site preparation.

The Architectural Control Committee reserves the right to add to the above regulations from time to time at its discretion.

2.6 Neither the Committee nor any architect nor agent thereof may for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, be liable for any structural or other defects in any work done according to such plans and specifications.

ARTICLE III

EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

SECTION 3.1 All lots in the subdivision shall be known and described as residential lots and shall be used for single family residential purposes exclusively and no lot shall be subdivided without the consent of the Architectural Control Committee.

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 not to exceed four (4) stories.

3.3 Except as otherwise provided, every dwelling building on any lot, exclusive of one story open porches, garages, carports and finished basements, shall have not less than one square foot of floor space on the main floor, or total of all floors if split

level, with a ceiling height of not less than eight (8) feet in all enclosed, heated, habitable areas.

3.4 No more than a single family unit and one unrelated person shall occupy any dwelling house.

ARTICLE IV

GENERAL PROHIBITIONS AND REQUIREMENTS

SECTION 4.1 It shall be the responsibility of each lot owner to prevent the development of any unsightly, 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, whether occupied or unoccupied, and any improvements 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 or on or near the lake. In order to implement effective control of this item, Thomas M. Hawley and A.M. Redd, Jr., reserves for itself and its agents and the Committee, 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 or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of Thomas M. Hawley and A.M. Redd, Jr. or the Committee detracts from the overall appearance 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. Thomas M. Hawley and A.M. Redd, Jr. or the Committee 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 or equity. The provisions of this paragraph shall not be construed as an obligation on the part of Thomas M. Hawley and A.M. Redd, Jr. or the Committee to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

4.3 No animals, livestock or poultry of any kind or description, except the usual household pets, shall be kept on any lot, provided that no household pet may be kept on any lot for breeding or commercial purposes.

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 development.

4.5 No oil, natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any lot and natural gas shall be protected, maintained, or protected on any lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot. No water pipe shall be installed or maintained on any lot above the surface of the ground except houses and movable pipes used for irrigation purposes.

4.6 No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot or on or near the lake. 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 clean and sanitary condition and shall be so placed, buried or screened by shrubbery or other appropriate material approved in writing by the Committee as not to be visible from any street within sight distance of the lot at any time except during periods of refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted except during construction phase without prior approval of the Architectural Control Committee and the City of Auburn. Violation of this subsection or of these covenants shall subject the owner of the lot to the penalty of a stipulated liquidated damage sum of \$35.00 for each day during which such

violation continues. The recovery of such damages shall be available to Thomas M. Hawley and A.M. Redd, Jr. or to any owner 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.

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 2.5.15 above and 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, trailer, barge, 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 or exterior of the dwelling area is completed and a certificate, or satisfactory evidence of completion, is received by the owner or contractor from the Building Official of the municipality where the property is located.

4.9 Any dwelling or other structure on any lot in the subdivision which may be destroyed in whole or in part for any reason must be rebuilt in one (1) year. All debris must be removed promptly, provided that in no event shall such debris remain on any lot longer than sixty (60) days.

4.10 No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above any roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or in case of a rounded property corner, from the intersection of the street property lines within ten (10) feet from the intersection of the street property lines with the edge of a driveway or alley pavement. Except as herein provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight-lines. Any such trees of a rare or unusual species may be permitted to remain in place upon application to and written permission from the Committee and approved by the appropriate city official or department.

4.11 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 located in the subdivision for any period of time in excess of twenty-four (24) hours except in enclosed garages. No trucks larger than three-fourths (3/4) ton GVW and no tractor or other excavating machinery shall be parked or stored on any road, street, driveway, yard or lot located in the subdivision for any period of time in excess of twenty-four (24) hours except during the period of construction on lot. No cars shall remain on the street overnight.

4.12 Only those lots which actually have footage along the lake may have use of the lake. Each owner and up to two guests may utilize the lake at any given time for fishing. No gasoline engines or boats shall be allowed on the lake. No pier or any structure along the lake shall be built without meeting the criteria of this document and without prior approval of the Architectural Control Committee. The Architectural Control Committee shall, on an annual basis assess a fee to those lots on the lake of Ten Hundred Dollars or such sum as they deem reasonably necessary for the upkeep of the lake. There will be no alteration or disturbance of the creek, lake and water supply by any lot owner.

4.13 No professional, business, home industry, religion, school, kindergarten or educational enterprise shall be conducted on any lot. No owner or occupant of any dwelling erected on any lot shall ever rent or lease rooms, but such shall not be construed to prevent the rental of an entire residence to a family unit nor the employment of live-in-domestic servants.

4.14 Prior to occupancy of any residence constructed on any lot, all yard areas which are visible from any street or adjoining lot must be planted with grass or have other suitable ground cover, and driveway must be paved or otherwise approved by the committee.

4.15 No building shall be located nearer to the street line than as indicated by the building setback lines shown on the recorded subdivision plat. Where these setback lines are less than those required by the zoning ordinance of the municipality where the lot is located, the higher requirement shall control. For the purposes of this paragraph, eaves, steps and open porches not covered by a roof structure shall not be considered as a part of building, provided however, that this shall not be construed to permit any portion of the building or construction on any lot to encroach upon another lot or upon easements reserved in Article V hereof.

4.16 No structure or other permanent fixture, excluding landscaping plantings meeting the requirements of Section 4.10 hereof, and mail boxes meeting the requirements of Section 2.5.9 hereof, shall be erected, placed or altered on any lot between the street and the building setback line unless the same be a retaining wall of masonry construction which does not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced or stabilized. The exposed part of such retaining walls shall be made of brick, natural stone or other material approved by the Committee.

ARTICLE V

ENFORCEMENT

SECTION 5.1 In the event of a violation or breach of any of these restrictions by any property owner, or family or owner(s) of lot(s), Thomas M. Hayley and A.M. Redd, Jr., or any party to whom 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, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. Any 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 of that party or an estoppel of that party or of any party to assert any right available to that party upon the occurrence or continuation of said violation or the occurrence of a different 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 Thomas M. Hayley and A.M. Redd, Jr., or a subsequent owner of such lot, shall accept and be bound by the restrictions and covenants contained in and upon the deed or other contract upon the subject of 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

TERMS AND MODIFICATION

SECTION 7.1 These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall expire unless extended. One or more extensions of the term of these covenants may be made by recording, prior to the expiration of the original term or any extension thereof, an instrument signed by the majority of the then owners of the lots extending the term of said covenants. No extension shall be for a term longer than ten years.

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 any of the other restrictions which shall remain in full force and effect.

8.2 Thomas M. Hayley and A.M. Redd, Jr., any include in any contract, or deed hereinafter made or entered into, such modifications and/or additions to these protective covenants and 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 sub-paragraphs 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 apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or the neuter.

IN WITNESS WHEREOF, Thomas M. Hayley and A.M. Redd, Jr., have caused these restrictions to be properly executed, individually, have executed these restrictions on this the 13th day of July, 1992.

THOMAS M. HAYLEY
A.M. REDD, JR.
LEE COUNTY
STATE OF ALABAMA

1, the undersigned authority, a Notary Public in and for said County, do hereby certify that Thomas M. Hayley and A.M. Redd, Jr., an Alabama General Partnership by THOMAS M. HAYLEY, general partner, whose name is signed to the foregoing instrument, and is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

(NOTARY SEAL)

Notary Seal
NOTARY PUBLIC
MY COMMISSION EXPIRES: 9-20-01

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