

**STATE OF ALABAMA
COUNTY OF LEE
DECLARATION OF PROTECTIVE COVENANTS
FOR
LOT 6, CHAPEL HILL SUBDIVISION, PHASE TWO
TO BE KNOWN AS
CHAPEL HILL ESTATES**

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Michael and Connie Kilpatrick, individuals (herein after referred to as "Owners") purchased that certain tract of land located in Lee County, Alabama, more particularly described as Lot 6, Chapel Hill Subdivision, Phase Two, as shown on that certain map or plat of said subdivision of record in Town Plat Book 25, at Page 35 in the Office of the Judge of Probate of Lee County, Alabama (the "Property"); and

WHEREAS, the Owners have the right to change, modify, and amend the Declaration of Protective Covenants for Chapel Hill Subdivision, Phase Two, which are recorded at in Book 1272 at Page 671 in the Office of the Judge of Probate of Lee County (the "Chapel Hill Phase Two Restrictions"), as said declaration relates to the Property, so as to raise the standards; such right having been assigned to Owners by virtue of that certain Contract for Sale and Purchase of Property dated April 16, 2004 by and between Owners and Randall Rogers; and

WHEREAS, the Owners desire to remove the Property from the tract of land that is subject to the Chapel Hill Phase Two Restrictions and to subject the Property and each lot to be located in the subdivision to be developed by the Owners and known as Chapel Hill Estates (herein referred to as the "Subdivision" and/or the "Development") to the restrictions, covenants, terms, conditions and limitations (herein referred to collectively as "Restrictions") set forth herein, which Restrictions shall be separate and apart from the Chapel Hill Phase Two Restrictions.

NOW THEREFORE, the Owners do hereby proclaim, publish and declare that all of the said lots in the Subdivision (herein "Lot" or "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 the Owners 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 that result from the subdivision of Lot 6, Chapel Hill Subdivision, Phase Two and shall not apply to any other land in Chapel Hill Subdivision, Phase Two or any other land owned by Michael Kilpatrick and/or Connie Kilpatrick.

**ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION**

SECTION 1.A

The Property is hereby removed from the tract of land that is subject to the Chapel Hill Phase Two Restrictions and is henceforth subject only to the restrictions and agreements set forth herein. These restrictions and agreement are made for the mutual and reciprocal benefit of each and every Lot in

the Subdivision and are intended to create a mutual and equitable servitude upon each of said Lots in favor of each and all 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, successors and assigns.

ARTICLE II
ARCHITECTURAL CONTROL COMMITTEE
AND REQUIREMENTS OF CONSTRUCTION

SECTION 2.A

Concept: It is intended that the Subdivision will be a residential community of high esteem and quality homes in a delightful environment. The concept of Chapel Hill Estates is to provide harmony of architectural styles and standards that maintain the integrity of the natural setting of the Property.

SECTION 2.B

Architectural Control Committee: The Architectural Control Committee (herein referred to as the "Committee") shall be composed of not less than three (3) members and at all times, regardless of the number on the Committee, at least two-thirds (2/3) of the membership of the Committee, shall be composed of owners of Lots in the Subdivision; provided, however, that the Owners, their successors or assigns, reserve the right until December 31, 2006 to appoint the initial and successor members of the Committee, none of whom need to be a owner of a Lot in the Subdivision. Notwithstanding the foregoing, the Owners or their successors or assigns may elect to terminate their control of the Committee by giving written notice thereof to the homeowners' association to be created pursuant to these Restrictions. At such time as control of the Committee by the Owners or their successors and assigns is terminated, the membership on the Committee shall be determined by the vote of a majority of the record owners of Lots in the Subdivision. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to these Restrictions. A majority of the Committee may designate one or more representatives to act for it.

The primary authority of the Committee shall be to examine and approve or disapprove all initial and subsequent plans, including site plans for construction of any dwelling or other improvement on each Lot in the Development, in accordance with the provisions of these Restrictions. The Committee shall have such other responsibilities, duties and authority as provided for herein, but the Committee shall not have any responsibility, duty, power or authority not provided for herein.

2.C DESIGN CRITERIA, STRUCTURE

It is the intent of the Owners that the Development generally present a traditional architectural environment; however, the elevation and exterior appearance of no two houses shall be permitted to be the same. Accordingly, the following design criteria and construction standards shall control, except as otherwise approved by the Committee.

2.C.1.

The following types of exterior materials, among others, are acceptable, subject to final approval of the actual appearance of such materials by the Architectural Control Committee:

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- a. Wood mold brick in earth tone colors or acceptable blends (NO RED BRICK OR RED MORTAR)
- b. Stone
- c. Painted or stained wood or approved composite siding
- d. Vinyl or aluminum-clad trim or cornice wrap; however, no vinyl siding
- e. Natural-colored dimensional Asphalt Shingles or cedar shakes. White roofing of any material is NOT acceptable.
- f. Paint must be approved by the Committee. Neutrals and subdued colors preferred. A minimum of two (2) exterior materials should be used with the approval of the Committee.

2.C.2 The committee shall have the right to establish specific requirements for the pitch of any roof and the type of roofing materials that may be utilized for any dwelling. No projections of any type shall be placed or permitted to remain above the roof of any dwelling except for approved chimneys and vent stacks. Metal flashing, valleys, vents, and gutters installed on a dwelling shall be painted to blend with the color of the exterior materials to which it is adhered or installed.

2.C.3 Chimney exteriors shall be constructed of either brick, stone, or stucco. No cantilevered ~~chimneys~~ or chimneys with siding shall be permitted except that chimneys on the rear of a dwelling may be constructed with siding if it is not visible from the street. If a fireplace utilizes a metal spark arrestor or other metal venting apparatus at the top of the chimney, then a cawling or surround shall be installed using copper or a clay chimney pot.

2.C.4. Garage doors shall be constructed of such materials as are approved by the Committee. Garage doors shall be kept closed at all times except when in use. No garage shall be converted to any use other than for the parking of vehicles therein without the approval of the Committee.

2.C.5. No window air conditioners shall be permitted unless specifically approved as to location by the Committee.

2.C.6. All outside radio, T.V., or satellite antennas, towers, and all mounting structures shall be installed in such a way as not to be offensive or visible from the main road and shall be placed on the back side of the chimney where possible; otherwise, they shall be placed on the back side of the roof. All satellite dishes must be in the rear yard and screened from view. Height of such structures shall not exceed 50 feet or adjacent tree height whichever is smaller.

2.C.7. No plumbing or heating vent shall be placed on the front side of the roof. All vents protruding from roofs shall be painted the same color as the roof covering. Septic tanks are to be in compliance with the Lee County Health Department Standards.

2.C.8. No bird baths, fountains, reflectors, flagpoles, statues, lawn sculptures, lawn furnishings, artificial plants, rock gardens, rock walls, bird walls, bird houses, or other fixtures and accessories shall be placed or installed within the front or side yards of any Lot or dwelling. The only exceptions shall be significant architectural fixture that enhances the architecture of the dwelling subject to approval by the Committee.

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- 2.C.9. Wood piles shall be located only at the rear or side of dwelling and shall be screened by appropriate landscaping from view from streets and, to the extent practicable, from adjacent Lots and dwellings.
- 2.C.10. Tennis courts, basketball backboards and swimming pools shall be permitted; provided that the location and fencing for same, shall be subject to approval of the Committee.
- 2.C.11. Where possible, brick or stone, curved walkways are encouraged. Curved driveways are preferred and the driveway surface must be paved or the surface approved. Concrete is preferred and suggested for driveways. Other surfaces must be approved by Committee. Each driveway shall have a concrete culvert.
- 2.C.12. Only one (1) mailbox shall be allowed on any Lot, and all mailboxes shall be of the type, design, color, and location as may be established by the Committee. They shall contain only the house numbers, but no further inscription, paintings, ornaments, or artistry.
- 2.C.13. All sitting porches located on the front and sides of the primary dwelling, guesthouses, and pool houses must be a minimum of eight (8) feet deep. Walking porches may be four (4) feet in depth.
- 2.C.14. 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 the Subdivision.
- 2.C.15. During construction, builder must keep homes and garages clean and yards cut.
- 2.C.16. There shall be no silver finish metal doors (including glass sliding doors) or silver finish metal windows of any kind; however, a factory painted or dark anodized finish metal may be used when approved by the Committee, as to type and color.
- 2.C.17. All fences, including fences for backyards, swimming pools, dog pens, gardens, and horse stables or for any other purpose must be approved by the Committee prior to construction. There shall be no shiny chain link fencing.
- 2.C.18. 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.C.19. All proposed exterior redecorating, including painting, must be pre-approved by the Committee or its successors or assigns.
- 2.C.20. No outside clothes lines shall be permitted.
- 2.C.21. Existing drainage shall not be altered without the permission of the Committee.
- 2.C.22. The Committee reserves the right to make exceptions to architectural guidelines in the event solar heating is to be used, such exceptions, to be made on a case by case basis, considering the design's compatibility with the neighborhood.

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2.C.23. Without the prior written consent of the Committee, no house shall have exterior block walls covered with stucco paint or masonry paint. The Committee reserves the right to change, alter, add to and make exceptions from the above regulations from time to time at its discretion.

2.C.24. All power shall be underground.

2.C.25. Seasonal or holiday decoration (e.g., Christmas trees and lights, pumpkins, Easter decorations) shall be promptly removed from each Lot or Dwelling as soon as such holiday passes.

2.C.26. All slabs must be raised sixteen inches (16") off grade minimum.

2.C.27. Each Lot shall contain off-street parking with a carport or garage that is equipped with garage doors. Carports and garages shall be located in the rear or side of the Lot and shall not face the street.

2.C.28. All site plans must be approved by the Committee prior to the beginning of construction. All site plans shall include a front setback of at least seventy-five (75) feet from front right of way, unless a variance is approved by the Committee.

2.C.29. No dwelling shall be more than two (2) stories in height.

SECTION 2.D LANDSCAPING

In order to preserve, to the extent practicable, the natural landscaping and plant life currently situated on the Property and in order to enhance the aesthetic appearance of the Property, no landscaping, grading, excavation, or fill work of any nature shall be implemented or installed on any Lot, unless and until landscaping plans therefore have been submitted to and approved by the Committee.

2.D.1. There shall not be any removal of any trees eight (8) inches in diameter measured at ground level without the prior approval of the Committee by submitting to said committee a site plan indicating the intended trees to be cut, their size, both in height and in diameter, and their species.

2.D.2. Well-kept natural areas are encouraged. Any lawn areas must be sod, not sprigged or seeded. No Owner shall allow the grass on his Lot or dwelling to grow to a height in excess of six (6) inches, measured from the surface of the ground.

SECTION 2.E

IN ORDER TO PRESERVE THE ARCHITECTURAL AND AESTHETIC APPEARANCE AND THE NATURAL SETTING AND BEAUTY OF THE DEVELOPMENT, TO ESTABLISH AND PRESERVE A HARMONIOUS DESIGN FOR THE DEVELOPMENT, AND TO PROTECT AND PROMOTE THE VALUE OF THE PROPERTY, THE LOTS, THE DWELLINGS, AND ALL IMPROVEMENTS THEREON, NO IMPROVEMENTS OF ANY NATURE SHALL BE COMMENCED, ERECTED, INSTALLED, PLACED, MOVED ONTO, ALTERED, REPLACED, RELOCATED, PERMITTED TO REMAIN ON OR MAINTAINED ON ANY LOT, WHICH AFFECT THE EXTERIOR APPEARANCE OF ANY LOT OR DWELLING, UNLESS PLANS AND SPECIFICATIONS THEREFOR HAVE BEEN SUBMITTED TO AND APPROVED BY THE ARCHITECTURAL CONTROL

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COMMITTEE. WITHOUT LIMITING THE FOREGOING, THE CONSTRUCTION AND INSTALLATION OF ANY DWELLINGS, SIDEWALKS, DRIVEWAYS, PARKING LOTS, MAILBOXES, GREENHOUSES, PLAYHOUSES, AWNINGS, WALLS, FENCES, EXTERIOR LIGHTS, GARAGES, GUEST OR SERVANT'S QUARTERS, OR ANY OTHER OUTBUILDINGS, SHALL NOT BE UNDERTAKEN, NOR SHALL ANY EXTERIOR ADDITION TO OR CHANGE OR ALTERATION BE MADE (INCLUDING, WITHOUT LIMITATION, PAINTING OR STAINING OF ANY EXTERIOR SURFACE) TO ANY DWELLING OR IMPROVEMENTS, UNLESS THE PLANS AND SPECIFICATIONS FOR THE SAME HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE.

SECTION 2.F PROCEDURE

2.F.1. Two (2) copies of each of the following shall be submitted to the Committee for review and approval prior to commencement of construction of any dwelling or other improvements:

- An accurately drawn and dimensioned site development plan indicating the location of any and all improvements, including specifically, the dwelling to be constructed on said Lot, the location of all driveways, walkways, decks, terraces, patios, and outbuildings and the relationship of the same to any setback requirements applicable to the Lot.
- A foundation plan, floor plans, and exterior elevation drawings of the front, back, and sides of the Dwelling to be constructed on the Lot.
- Written specifications and, if requested by the Committee, samples indicating the nature, color, type, shape, height, and location of all exterior materials to be used in the construction of the Dwelling on such Lot or any other Improvements thereto, including, without limitation, the type and color of all brick, stone, stucco, roofing, and other materials to be utilized on the exterior of a Dwelling and the color of paint or stain to be used on all doors, shutters, trim work, eaves, and cornices on the exterior of such dwelling.
- Exterior lighting plan, including specifications.
- Landscaping plan prepared and submitted in accordance with covenants as regards natural areas, tree removal, setbacks, etc.

2.F.2 The Committee shall, in its sole discretion, determine whether the plans and specifications and other data submitted for approval are acceptable. One copy of all plans, specifications, and related data so submitted to the Committee shall be retained in the records of the Committee and the other copy shall be returned to the person(s) submitting the same marked "approved," "approved as noted," or "disapproved." The Committee shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, designers, engineers, inspectors, and/or attorneys retained in order to approve such plans and specifications and to monitor and otherwise enforce the terms hereof. Notwithstanding anything provided herein to the contrary, an owner may make interior improvements and alterations within his dwelling that do not affect exterior appearance without the necessity or requirement that Committee approval or consent be obtained.

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The Committee shall have the right to disapprove any plans and specifications upon any ground which is inconsistent with the objectives and purposes of this Declaration, including purely aesthetic considerations, any failure to comply with any of the provisions of this Declaration, failure to provide requested information, objection on the ground of incompatibility of any such proposed improvement with the scheme of development proposed for the Development, objection to the location of any proposed dwelling or other improvement on any such Lot, objection to the landscaping plan for such Lot, objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any dwelling or other improvement or any other matter which, in the sole judgment of the Committee, would render the proposed dwelling or improvement inharmonious with the general plan of development contemplated for the Subdivision. The Committee shall have the right to approve any submitted plans and specifications with conditions or stipulations by which the owner of such Lot shall be obligated to comply and must be incorporated into the plans and specifications for such dwelling or improvement.

Approval of plans and specifications by the Committee for a dwelling or improvement to one particular Lot shall not be deemed an approval or otherwise obligate the Committee to approve similar plans and specifications or any of the features or elements for the dwelling or improvements of any other Lot.

In the event the Committee fails to approve in writing any such proposed plans and specifications within forty-five (45) days after such plans and specifications have been submitted, the plans and specifications so submitted will be deemed to have been approved.

Any revisions, modifications, or changes in any plans and specifications previously approved by the Committee must be approved by the Committee in the same manner specified above.

2.F.3 If construction of the dwelling or other improvement has not substantially commenced (e.g., by clearing and grading, pouring of footing, and otherwise commencing framing and other related construction work) within one (1) year of approval by the Committee of the plans and specifications for such dwelling or other improvement, then no construction may be commenced (or continued) on such Lot, until all plans and specifications for such dwelling or other improvement is resubmitted to the Committee in the same manner specified above.

ARTICLE III EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENT

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, except that a Lot or any portion of the Property may be designated and used as a common area pool, park, etc.

SECTION 3.2

Every dwelling building erected on any Lot in the Subdivision, exclusive of one story open porches, garages, carports and other finished spaces, shall each have a ceiling height of not less than nine (9) feet in all enclosed heated, habitable areas. Single story dwellings must have a minimum of 2,200 square feet heated and cooled space; and two story dwellings must have a minimum ground floor square footage of 1,800 heated and cooled space.

SECTION 3.3

No more than one single-family unit shall occupy any dwelling house. Detached auxiliary buildings are not permitted without prior written approval of the Committee. All dwellings must be built within the building lines shown on the recorded plat for this Development. All barns, guest-houses, pool houses, storage houses or garages must be approved by the Committee and follow the architectural style of 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 unkempt conditions of building or grounds on such Lot, which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

SECTION 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 them from becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereon. In order to implement effective control of this item, the Committee reserves the right, after ten (10) days notice to any lot owner, to enter upon any Lot with 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 the Owners or the Committee 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 Owner 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 the Owners or the Committee to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

SECTION 4.3

Common household pets are allowed; provided however, that no more than three (3) such household pets (i.e. dogs or cats) are permitted in any residence in the Subdivision. Neither goats, hogs and chickens, nor any free ranging animals, are allowed to be kept in Subdivision.

SECTION 4.4

No noxious, offensive or illegal activity 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. No commercial or business activity shall be carried on or conducted on any Lot; provided however, that a lot owner may maintain a home office which does not create business traffic in the Subdivision; and provided further that operation of such home office is in compliance with the rules and regulations of the City of Auburn with respect thereto.

SECTION 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

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be erected, maintained, or permitted on any Lot; nor shall oil wells tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

SECTION 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 approved in writing by the Committee as not to be visible from any road. All outside burning of wood, leaves, trash, garbage or household refuse can only be permitted by Committee approval. The owner of each Lot shall contract with the proper authorized agent in either the City of Auburn or Lee County for the collection of trash, refuse and garbage or remove their own.

SECTION 4.7

All signs, billboards or advertising structures of any kind are prohibited, except with respect to builder and subcontractor signs during construction periods and a single professional sign of not more than six (6) square feet to advertise the property for sale. No sign is permitted to be nailed or attached to any tree.

SECTION 4.8

No structure of a temporary character, 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 of occupancy or other satisfactory evidence of completion is received by, and approved by the Committee.

SECTION 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 within 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.

SECTION 4.10

No boat, boat trailer, house trailer, camper or similar equipment shall be parked in public view or stored on any road, street, driveway located in the Subdivision for any period of time in excess of 48 hours, except in an enclosed garage. Nor shall any unkempt or otherwise unattractive vehicle or piece of equipment be parked or stored on any road, street, driveway, yard or Lot, except in a garage, barn, storage house, or carport. The statement "in public view" shall be determined and/or interpreted by the Committee.

ARTICLE V EASEMENTS/SUBDIVISION PLAT

SECTION 5.1

The Owners reserve for themselves, their successors and assigns the right to use, dedicate and/or convey to the State of Alabama, to Lee County, City of Auburn, and/or to the appropriate utility company or other companies, rights-of-way or easements on, over or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables, cable television, conduits, storm

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sewers, sanitary sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in and over strips of land ten (10) feet in width along the rear property line of each Lot and ten (10) feet in width along each side line of each Lot; with a further easement reserve to cut or fill a three to one slope along the boundaries of all public or private streets built in the Subdivision.

SECTION 5.2

The Owners, their successors and assigns reserve the right to impose further restrictions and to grant or dedicate additional easements and roadway rights-of-way on any unsold Lots in the Subdivision.

SECTION 5.4

No permanent structure may be constructed or placed in any flowage easement area. Each lot owner also agrees, by acceptance of a deed to a Lot to assume, as against the Owners, their successors or assigns, all the risks and hazards of ownership or occupancy attended to such Lot limited to its proximity to any waterway.

SECTION 5.5

The Owners reserve the right to record, modify, amend, revise, and otherwise add to, at any time and from time to time, a subdivision plat setting forth such information as the Owners may deem necessary with regard to the Development, including, without limitation, the locations and dimensions of all Lots, dwellings, Common Areas, public or private roads, utility systems, drainage systems, easements, drainage easements, access easements, set-back line restrictions, lakes, retention ponds, and drainage basins. Any such subdivision plats or any amendments thereto shall be binding on the portions of the Property indicated thereon as if such subdivision plat were specifically incorporated into this Declaration. Notwithstanding anything provided to the contrary in this Declaration, the Owners may at any time or from time to time divide and redivide, combine and resubdivide any Lots owned by them.

ARTICLE VI HOMEOWNERS ASSOCIATION

SECTION 6.1

A not for profit corporation, will be formed under the laws of the State of Alabama, to act as the homeowners' association and each person, partnership, corporation or other entity that purchases a Lot in this Development is deemed to be and is a member of such homeowners association and by acceptance of such deed obligates himself to all requirements, commitments, restrictions and obligations as set forth in the Articles of Incorporation and Bylaws of such homeowner's association. Each and every lot owner and future lot owner, by accepting a deed to a Lot or Lots in this Development agrees to pay to the homeowners' association all charges and fees levied by such homeowner's association in accordance with the terms of the Articles of Incorporation and the Bylaws. It is agreed that the regular and special assessments, together with interest and cost of collection, shall be charged on the land and constitute a continuing lien upon the Lot against which the assessment is made, except that such lien shall be subordinate to prior recorded bona fide mortgages. The homeowners' association will also oversee and manage any and all common areas within the Development.

ARTICLE VII

ENFORCEMENT

SECTION 7.1

In the event of a violation or a breach of any of these restrictions, or any amendment thereto by any property owner, or family of such owner, or agent of such owner, the owner(s) of Lot(s), the Committee, the homeowners' association, or any other party to whose benefit these Restrictions inure shall have the right to proceed at law 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 other dues, or 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 of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

SECTION 7.2

Each and every lot owner and future lot owners, in accepting a deed or contract for any Lot or Lots in the Subdivision agrees to adhere to these Restrictions. If said lot owner(s) does not adhere to said covenants and legal action is taken against the party in violation of said covenants, then the lot owner(s) in violation agrees to pay all attorney's fees and other associated costs incurred by other parties in pursuing legal action to remedy violation of these covenants.

ARTICLE VIII

GRANTEE'S ACCEPTANCE AND INDEMNIFICATION AGREEMENT

SECTION 8.1

The grantee of any Lot subject to these Restrictions, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purpose thereof, whether from the Owners 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.

SECTION 8.2

Each and every lot owner and future lot owner, in accepting a deed or contract for any Lot or Lots in the Subdivision, whether from Michael and Connie Kilpatrick or a subsequent owner of such Lot, agrees to indemnify and reimburse Michael and Connie Kilpatrick or the homeowners' association, for any damage caused by such lot owner or the contractor, agent or employees of such lot owner, to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer line or sanitary sewer lines owned by Michael and Connie Kilpatrick, the City of Auburn or Lee County or for which either has the responsibility, at the time of such damage.

SECTION 8.3

Each and every lot owner and future lot owner, in accepting a deed or contract for any Lot or Lots in the Subdivision, whether from Michael and Connie Kilpatrick or a subsequent owner of such Lot, agrees and covenants to release the subsequent owner of such Lot, and further agrees and covenants to release, indemnify, protect and hold harmless Michael and Connie Kilpatrick, or their successors and assigns and their agents, directors and employees from and against any and all claims and demands by such owner, any member of his or her family, their employees, agents, guests, invitees, licensees, contractors and employees or for damages to property and injury or death including, but

not limited to the contributory negligence of the Owners, which may arise out of or be caused directly or indirectly by such owner(s) of the Lot or Lots and/or the use of or construction on said Lot or Lots by said owner, any member of his or her family, their guests, agents, invitees, licensees, contractors, or employees or subcontractors or such contractors or by any other person whomsoever. The indemnification by such owner as set forth above shall cover any and all expenses of Michael and Connie Kilpatrick, their successors and assigns, including attorney's fees, resulting from any claims or demands.

SECTION 8.4

Each and every lot owner and future lot owner, in accepting a deed or contract for any Lot or Lots in the Subdivision, whether from Michael and Connie Kilpatrick or a subsequent owner of such Lot, agrees, in connection with the construction of any improvements on such Lot or Lots, to exercise due care, and to assure that any contractors of such owner, or employees of subcontractors or such contractors will exercise due care and will comply with any and all governmental rules, regulations, codes and ordinances relating to safety, so as to protect the safety and health of the public, and the safety and health of such owner, his or her family and such contractor and its employees and subcontractors.

ARTICLE IX TERM AND MODIFICATION

SECTION 9.1

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 twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically renewed and extended for successive and continuous periods of ten (10) years each. These Restrictions may be amended from time to time by the vote at a meeting or by the written consent of seventy-five (75%) percent of the owners of Lots in Chapel Hill Subdivision, provided however, that any such amendment made prior to December 31, 2006 must be consented to by the Owners. The Owners, or their successors and assigns, shall be entitled to cast their vote or give their consent to an amendment with respect to each Lot that has not been sold. Any such amendment shall be effective upon recording in the Office of the Judge of Probate.

ARTICLE X SEVERABILITY

SECTION 10.1

Every one of the restrictions contained herein 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. Invalidation by a court of any restriction in this instrument shall in no way affect any of the other restrictions which shall remain in full force and effect.

SECTION 10.2

Until December 31, 2006, the Owners may include in any contract or deed hereinafter made or entered into, such modification and/or additions to these Restrictions, which will by their nature raise the standards of the Subdivision.

ARTICLE XI
CAPTIONS

SECTION 11.1

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. 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 to the neuter.

IN WITNESS WHEREOF, the Owners have caused these Restrictions to be properly executed and recorded in the Office of the Judge of Probate of Lee County, Alabama.

Date Executed: 5/21/04

Signed *Michael Kilpatrick*
Michael Kilpatrick

Connie Kilpatrick
Connie Kilpatrick

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Michael Kilpatrick and Connie Kilpatrick, whose names are signed to foregoing, and who are known to me, acknowledge before me on this day that, being informed of the contents, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office, this 21st day of May, 2004.

[Signature]
Notary Public
My Commission Expires: 5/14/06

I, Randall Rogers, hereby consent to the removal of Lot 6, Chapel Hill Subdivision, Phase Two from the tract of land that is subject to the Declaration of Protective Covenants for Chapel Hill Subdivision, Phase Two, which are recorded at in Book 1272 at Page 671 in the Office of the Judge of Probate of Lee County and affirm my assignment to Michael and Connie Kilpatrick of the right to modify, amend and change said restrictions as they relate to said lot

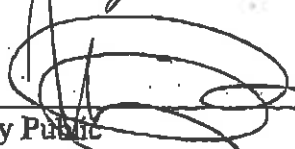
Randall Rogers
Randall Rogers

Recorded In MISG BK 1273 Pg 65, 06/09/2004 01:53:13 PM
BILL ENGLISH, PROBATE JUDGE, LEE COUNTY

STATE OF ALABAMA
COUNTY OF LEE

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

Given under my hand and seal of office, this 7th day of June, 2004.



Notary Public
My Commission Expires: 1/14/06

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Recorded In Above Book and Page
06/09/2004 01:53:13 PM
BILL ENGLISH
PROBATE JUDGE
LEE COUNTY