

STATE OF ALABAMA
COUNTY OF LEE
CITY OF AUBURN

DECLARATION OF PROTECTIVE COVENANTS
FOR
CHAPEL HILL DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Randall Rogers, an individual (herein after referred to as Owner) is owner of certain lots and tracts of land located in Lee County, Alabama, more particularly described in Exhibit "A" attached hereto and made a part hereof by reference; and

WHEREAS, Randall Rogers desires to subject said property and each lot to be located in said development to and impose upon said lots mutual and beneficial restrictions, covenants, terms, conditions and limitations (herein for convenience sometimes referred to collectively as "Restrictions") for the benefit of all the lots in said land, the future owners of said lots, and any other party as may be specified herein.

NOW THEREFORE, Randall Rogers does hereby proclaim, publish and declare that all of the said lots in said land (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 Randall Rogers 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 the Chapel Hill Development and shall not apply to any other land owned by Randall Rogers.

ARTICLE I

MUTUALITY OF BENEFIT AND OBLIGATION

SECTION 1.A

The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Development and are intended to create 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 development will be a residential community of high esteem and quality homes in a delightful environment. The concept of Chapel Hill Development is to provide harmony of architectural standards but not absolute conformity.

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 Randall Rogers, his successors or assigns, reserves the right to appoint the initial and successor members of the committee, none of whom need to be a owner of a lot in the Subdivision until December 31, 2005 or until his successors or assigns elect to terminate his control of the Committee, whichever shall first occur. After terminating control of the Committee by Randall Rogers as aforesaid, then the record owners of a majority of the lots of this Subdivision shall have the owner, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the committee or restore it any of its power 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 authority of the Committee shall be to examine and approve or disapprove all initial and subsequent plans, including site plans for construction of improvements on Development, in accordance with the provisions of these Covenants. 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

2.C.1.

It is the intent of this Development to generally present a traditional architectural environment; however, the elevation and exterior appearance of no two houses shall be permitted to be the same. 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:

- a. Brick
- b. Stone
- c. Synthetic Stucco
- d. Painted or stained wood, or composite siding
- e. Vinyl Siding

f. Natural-colored dimensional Asphalt Shingles or cedar shakes. White roofing of any material is NOT acceptable. Roof must be 8/12 pitch or steeper.

g. Paint must be approved by the Committee. White exteriors and light colors are preferred. Exceptions can be approved by the Committee. Exterior must be a blend of 3 approved materials and colors.

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

2.C.3. 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 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.4. 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 up to the Lee County Health Department Standards.

2.C.5. Tennis courts and swimming pools shall be permitted. Location of swimming pools and tennis courts and fencing for same shall be subject to approval of the Committee.

2.C.6. 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.7. All mailboxes shall be constructed and located according to plans and specifications approved by the Committee. Such design must be submitted to the Committee for approval concurrently with the house plans.

2.C.8. All porches located on the front and sides of the primary dwelling, guest houses, and pool houses must be a minimum of six (6') feet wide.

2.C.9. 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.10. During construction, builder must keep homes and garages clean and yards cut.

2.C.11. There shall be no silver finish metal doors (including glass sliding doors) or silver finish metal windows or any kind; however, a factory painted or dark anodized finish metal may be used. The color of such finish must be pre-approved by the Committee.

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2.C.12. All fences, including fences for backyards, swimming pools, dog pens, gardens, 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.13. 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.14. All proposed exterior redecorating, including painting, must be pre-approved by the Committee or its successors or assigns.

2.C.15. No outside clothes lines shall be permitted.

2.C.16. Existing drainage shall not be altered without the permission of the review committee.

2.C.17. 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.

2.C.18. Without the prior written consent of the Committee, no house shall have exterior block walls covered with stucco paint or masonry paint. The Architectural Control 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.19. All power shall be underground.

2.C.20. There shall not be any removal of any trees eight (8) inches in diameter measured at ground level without the prior approval of the architectural control 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.C.21. All lawns must be sodded.

2.C.22. All slabs must be raised slabs 6" raised minimum.

2.C.23. Garage Doors shall have no opening facing the street.

2.C.24. All site plans must be approved by the architectural control committee prior to the beginning of construction. All site plans shall include a front setback unless a variance is approved by the architectural control committee. The setback for all lots east of Society Hill Road will be a minimum of 100' and all lots north of Pierce Chapel Road will be a minimum of 75' from the right-of-way.

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 may be used as a common area pool, park, etc.

SECTION 3.2

Every dwelling building erected on a 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 eight (8) feet in all enclosed heated, habitable areas and in all homes not less than 1,800 square feet of floor space.

SECTION 3.3

No more than a 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 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 unkept 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 residential 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 Randall Rogers 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. Randall Rogers 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 Randall Rogers to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

SECTION 4.3

Pets are allowed by approval of the Committee in writing except for goats, hogs and chickens. There shall be a limit to no more than three (3) such household pets, i.e. dogs or cats. No free ranging animals are allowed in Development.

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. All in-home businesses must be approved in writing by the Committee.

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 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 by builder and subcontractor signs during construction periods as authorized in Section 2.C.13 above, except one professional sign of not more than six (6) square feet to advertise the property for sales periods. 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 garages. Also, no unkept or otherwise unattractive vehicle or piece of equipment may be parked or stored on any road, street, driveway, yard or lot except in garages, barn, storage house, or carport. The statement "In Public View" shall be determined and/or interpreted by the Committee.

ARTICLE V

EASEMENTS

SECTION 5.1

Randall Rogers reserves for himself, his 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 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

Randall Rogers, his 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 5.3

Randall Rogers, his successors and assigns, reserve for themselves an exclusive easement for the installation or maintenance of radio and television cables within the rights-of-way and easement areas referred to.

SECTION 5.4

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

ARTICLE VI

HOMEOWNERS ASSOCIATION

SECTION 6.1

Chapel Hill Homeowner's Association, a not for profit corporation, will be formed under the laws of the State of Alabama, 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 Homeowner's 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 Chapel Hill Homeowner Association will oversee and manage the Chapel Hill common area.

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 Architectural Control Committee, Chapel Hill Homeowner's Association, Inc., or any other party to whose benefit these incur 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 part or of any other part 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 Chapel Hill Development agrees to adhere to these Protective Covenants governing the Chapel Hill Development. 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 the coverage of 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 Randall Rogers 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 Chapel Hill Development, whether from Randall Rogers or a subsequent owner of such lot, agrees to indemnify and reimburse Randall Rogers or Chapel Hill Homeowner's Association, Inc. 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 Randall Rogers, 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 Chapel Hill Development, whether from Randall Rogers or a subsequent owner of such lot, agree and covenants to release subsequent owner of such lot, agree and covenants to release, subsequent owner of such lot, agree and covenants to release, indemnify, protect and hold harmless Randall Rogers his successors and assigns and his 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 Randall Rogers contributory negligence) which may arise out of or be caused directly or indirectly by such owner(s) 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 other is set forth above shall cover any and all expenses of Randall Rogers his 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 Chapel Hill Development, whether from Randall Rogers 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 and restrictions shall run with the land and can be changed, modified, amended, altered or terminated only by a duly recorded written instrument, executed by Randall Rogers, his successors and assigns, until December 31, 2005 and thereafter by the then recorded owners (including mortgages and other lien holders of record, if any) of seventy-five (75%) percent of the number of lots of this Development.

ARTICLE X

SEVERABILITY

SECTION 10.1

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. 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

Randall Rogers may include until December 31, 2005 in any contract or deed hereinafter made or entered into, such modification and/or additions to these protective covenants and 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, Randall Rogers, an individual, has caused these Restrictions to be properly executed and recorded in the Office of the Judge of Probate of Lee County, Alabama.

Date Executed: _____

JAMES RANDALL ROGERS

STATE OF ALABAMA COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that James Randall Rogers, a married man, whose name is signed to foregoing, and who is known to me, acknowledge 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 XXXX day of XXXXX, 2003.

Notary Public

My Commission expires: