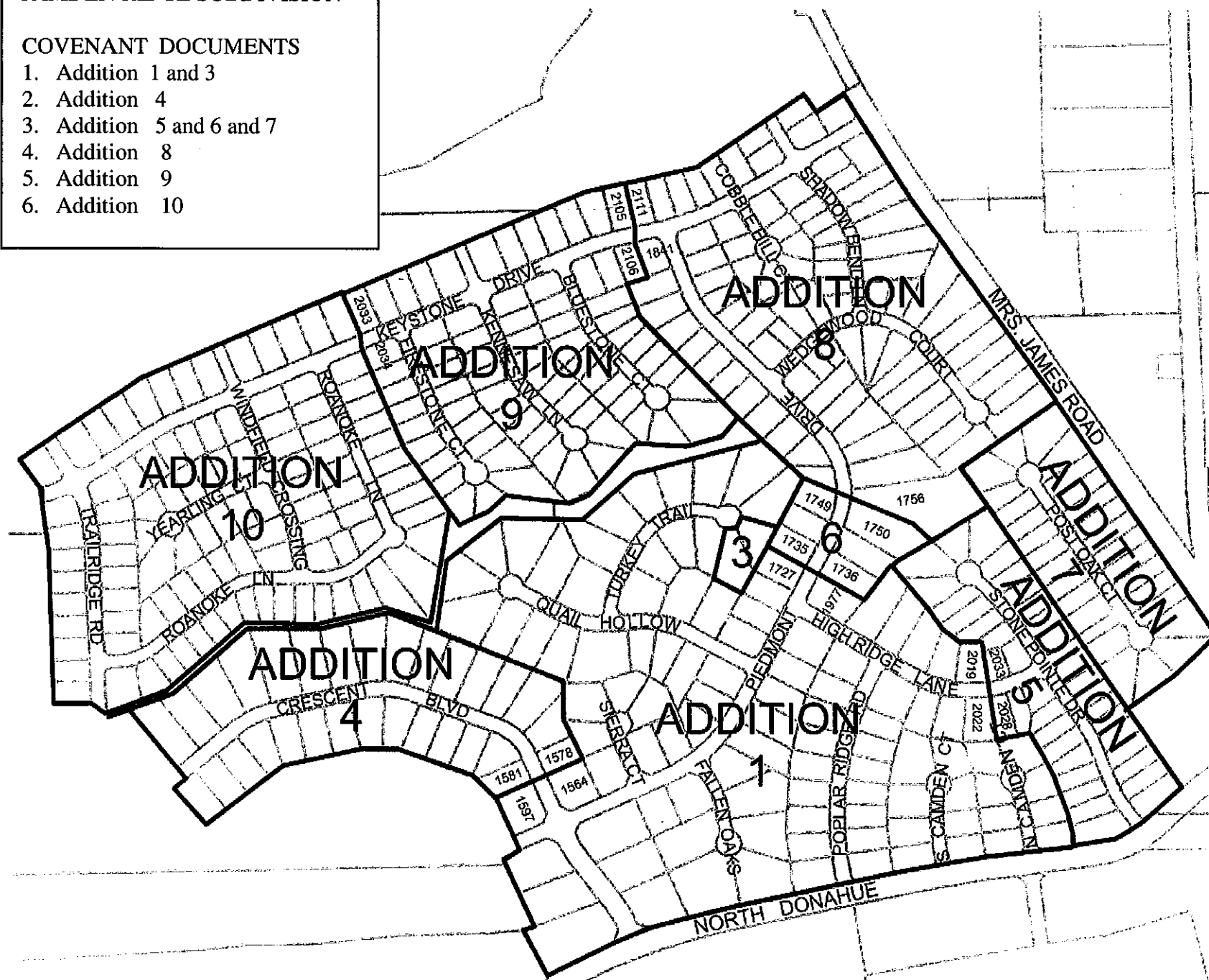


CAMDEN RIDGE SUBDIVISION

COVENANT DOCUMENTS

1. Addition 1 and 3
2. Addition 4
3. Addition 5 and 6 and 7
4. Addition 8
5. Addition 9
6. Addition 10



CAMDEN RIDGE

1st, 2nd, 3rd, 6th Additions

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF ALABAMA

LEE COUNTY

CAMDEN RIDGE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, North Woods, Inc. (hereinafter referred to as the Developer) is the Owner of Camden Ridge Subdivision, (hereinafter referred to as "Subdivision"), located in Auburn, Lee County, Alabama, as shown by the plat of Camden Ridge Subdivision, as recorded in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, the Developer desires to subject said property and each lot located in said Subdivision 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 Subdivision, and the future Owners of said lots.

NOW, THEREFORE, the Developer does hereby proclaim, publish and declare that all of said lots are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following restrictions, which shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest in and to the real property or any part or parts thereof subject to such restrictions. The restrictions contained herein shall apply only to lots in the Subdivision and shall not apply to any other land owned or that may become owned by the Developer, even though such land may be contiguous with the Subdivision.

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 a residential community.

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 the Developer 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, until October 1, 1997, or until the Developer elects to terminate its control of the Committee, whichever shall first occur. After terminating control of the Committee by the Developer, 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. The Committee shall reserve the right to change, alter or add to the design regulations and criteria in these restrictions.

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, the construction material, the roofs, any later changes or 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, agreeing to all conditions set forth therein, and returned to the Committee for retention. 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.

2.4 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 shall be delivered to the general office of the Developer 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 show 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 and finished grade throughout 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 trees except diseased or damaged trees, may be cut or removed until the plan and siting are approved.

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 may be unfamiliar.

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. This criteria frowns upon the practice of placing materials on the sides and back of a residence that are essentially different from the front elevation. The following exterior materials, among others, are acceptable:

- (a) Brick in natural earth tones.
- (b) Horizontal wood lap siding, stained or bleached.
- (c) Stucco and EIFS in limited quantities, in natural earth tones paint.
- (d) Masonite and/or vinyl may be permitted only above the eave line.

2.5.2 Roof slope shall not be less than 8 in 12; dimensional/Architectural roof shingles are required.

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

2.5.4 Underground electrical distribution is the intent of this development and no overhead electrical wiring shall be permitted, unless approved by the Committee.

2.5.5 All outside radio and television antennas shall be installed in such a way as not to be aesthetically offensive from the main road and shall be placed on the back side of the roof or the back side of the chimney.

2.5.6 Swimming pools will be permitted. However, fencing of swimming pool areas must be within prescribed set-back lines.

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. Curved driveways are preferred and the driveway surface must be of concrete.

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 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., shall be removed from each lot by builders as often as necessary to keep the house and lot attractive. Such debris shall not be dumped in any area of the Camden Ridge Subdivision.

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

2.5.13 Plans for landscaping must be submitted to the Committee for approval.

2.5.14 No front yard fencing shall be permitted. All fences for back yards and swimming pools must be approved by the Committee prior to construction, and shall be of wood or vinyl coated chain link.

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

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

2.5.17 No outside clothes lines shall be permitted without proper screening or enclosure.

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 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 the Developer to have such work performed and to charge the expense thereof to the Owner.

2.6 Neither the Committee nor agent thereof nor the Developer 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 so as to reduce the size of the lot except that any lot may be divided so as to add the subdivided parts thereof to adjoining lots to create larger lots, such larger lots to be subject these covenants. This shall not prohibit the construction of one residence upon two (2) or more lots.

3.2 No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family residence not to exceed two (2) stories or twenty-one (21) feet from plate height, or on uphill lots, three (3) stories or twenty-eight (28) feet from plate height, and a private garage for not more than three (3) cars.

3.3 Except as otherwise provided, every dwelling building on any lot shall each have and contain at least 1,450 square feet total of living space, at least 900 square feet of which shall be on the ground floor of two-story dwellings. The term "living space" shall mean the enclosed and covered area within the dwelling that is heated by central heating equipment, and is exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics and basements.

3.4 No more than a single family unit shall occupy any dwelling house.

3.5 Each and every lot shall be developed with at least a one-car closed garage or a two-car carport.

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. In order to implement effective control of this item, the Developer 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 the Developer 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 Developer 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 equity. The provisions of this paragraph shall not be construed as an obligation on the part of the Developer 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 and no household may maintain more than three (3) dogs and three (3) cats for more than sixty (60) days.

4.4 No noxious, offensive or illegal activities shall be carried on upon any lot nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the neighborhood.

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

4.6 No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition and shall be so placed, buried or screened by shrubbery or other appropriate material approved in writing by the Committee so as not to be visible from any street at any time except during periods of refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. 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 for each day during which such violation continues. The recovery of such damages shall be available to the Developer 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 structures 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 and exterior of the dwelling are completed and a certificate, or other satisfactory evidence of completion is received by the Owner or contractor from the Building Official of Auburn.

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 be restored to a sightly condition with reasonable promptness, provided that in no event shall such debris remain on any lot longer than sixty (60) days.

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

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

ARTICLE VI

CONSIDERATION

SECTION 6.1 The grantee(s) of any lot subject to the coverage of these Restrictions and the Owner(s) of such lot from time to time, by the acceptance of the conveyance or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed or other contract upon and subject to each and all of these restrictions and the agreements herein contained, whether or not such restrictions are recited in the instrument of conveyance.

ARTICLE VII

TERM AND MODIFICATION

SECTION 7.1 These covenants and restrictions shall run with the land and shall be in effect for a period of twenty (20) years from date, and can be changed, modified, amended, altered or terminated only in accordance with the provisions hereof: These covenants and restrictions can be changed, modified, amended, altered or terminated at any time after twenty (20) years from date by a duly recorded written instrument executed by the then record Owners (including mortgagees and other lien holders of record, if any) of ninety percent (90%) of the number of lots of this Subdivision. After twenty-five (25) years from date, the same may be changed, modified, amended, altered or terminated by a duly recorded written instrument executed by the then record Owners (including mortgagees and other lien holders of record, if any) of seventy-five percent (75%) of the number of lots of this Subdivision.

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

ARTICLE IX

CAPTIONS AND GENDER

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

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


Paul Thomas (SEAL)

Marshall J. Conner (SEAL)

J. Ab Conner (SEAL)

NORTH WOODS, INC.

John B. Conner (SEAL)

J. Ab Conner (SEAL)

STATE OF ALABAMA

LEE COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Paul Thomas, John B. Conner, Marshall J. Conner, J. Ab Conner and Donald M. Conner whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 25th day of July, 1995.

(NOTARY SEAL)
MY COMMISSION EXPIRES: 11-20-


NOTARY PUBLIC

1000

Camden Ridge, 4th Addition

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF ALABAMA

LEE COUNTY

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, North Woods, Inc. (hereinafter referred to as the Developer) is the Owner of Camden Ridge Subdivision, 4th Addition, (hereinafter referred to as "Subdivision"), located in Auburn, Lee County, Alabama, as shown by the plat of Camden Ridge Subdivision, 4th Addition, as recorded in Book____, Page____, in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, the Developer desires to subject said property and each lot located in said Subdivision 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 Subdivision, and the future Owners of said lots.

NOW, THEREFORE, the Developer does hereby proclaim, publish and declare that all of said lots are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following restrictions, which shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest in and to the real property or any part or parts thereof subject to such restrictions. The restrictions contained herein shall apply only to lots in the Subdivision and shall not apply to any other land owned or that may become owned by the Developer, even though such land may be contiguous with the Subdivision.

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 a residential community.

2.2 Architectural Control Committee. The Architectural Control Committee (herein referred to as the "Committee") shall be appointed by the Developer. The Developer reserves the right to appoint and/or remove any and/or all members of the Committee, until such time as the Developer owns no lot(s) in the Subdivision. The Developer may, at its discretion, appoint other lot owners or others to the Committee, who would offer expertise in the areas of building design and construction. The Developer shall continue to control the Committee membership until it elects to terminate its control of the Committee. After terminating control of the Committee by the Developer, 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. The Committee shall reserve the right to change, alter or add to the design regulations and criteria in these restrictions.

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, the construction material, the roofs, any later changes or 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, agreeing to all conditions set forth therein, and returned to the Committee for retention. After the plan for the structure is approved, the house or other structure must be staked out and such sitework 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 intended sitework are approved by the Committee.

2.4 Review Documents. Two sets 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. One set of the plans submitted to the Committee shall be retained by the Committee. Said plans shall be delivered to the general office of the Developer 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 show 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 and finished grade throughout 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 trees except diseased or damaged trees, may be cut or removed until the plan and sitework are approved.
- 2.4.6 All plans must include a summary specifications list of proposed materials and samples of exterior materials and colors of such materials, which cannot be adequately described and of materials with which the Committee may be unfamiliar.
- 2.5 Design Criteria, Structure.
- 2.5.1 Homes built in this section of the Subdivision, shall be of traditional architecture and not of modern, ranch or farmhouse styles. Care should be taken to submit a schematic, photo or other representation of the planned home to the Committee, for preliminary, design and appearance, approval, prior to lot purchase.
- 2.5.2 It is the intent of this development to maintain itself with as many natural surfaces and textures as possible. This criterion rejects the practice of placing materials on the sides and back of a residence that are essentially different from the front elevation. The following exterior materials, among others, are acceptable:
- (a) Brick in natural earth tones (Encouraged).
 - (b) Horizontal wood lap siding, stained or bleached.
 - (c) Stucco and EIFS in limited quantities, in natural earth tones paint.
 - (d) "Hearty Plank", cementitious siding or equivalent siding, with wood grain profile, only if specifically approved by the Committee.
 - (e) Smooth-face masonite and/or vinyl installed above the eave line, only if approved by the Committee. All use of masonite and vinyl or equivalent, other than at soffits and cornice work, is discouraged.
- 2.5.3 Roof slope shall not be less than 8 in 12; Dimensional/Architectural roof shingles are required.
- 2.5.4 No window or other air conditioner units shall be installed on the front of any structure.
- 2.5.5 Underground electrical distribution is the intent of this development and no overhead electrical wiring shall be permitted, unless approved by the Committee.
- 2.5.6 All outside radio antennas, television antennas and satellite receivers shall be installed in such a way as not to be seen from the main road and shall be placed on the back side of the roof or the back side of the chimney.
- 2.5.7 Swimming pools will be permitted. However, fencing of swimming pool areas must be within prescribed set-back lines.
- 2.5.8 Dust abatement and erosion control measures shall be provided by the contractor or Owner in all stages of construction.
- 2.5.9 Where possible, concrete, brick or stone curved walkways are encouraged. Curved driveways are encouraged where possible and the driveway surface must be of concrete.
- 2.5.10 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. One decorative mailbox will be provided for each lot purchased in the Subdivision.
- 2.5.11 During the construction, all vehicles, including those delivering supplies, must enter the building site only on driveways 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.
- 2.5.12 Owners and/or builders must maintain proper erosion control during construction, including installation of a crushed-stone, temporary driveway, and maintenance of said erosion control measures, for each lot. Cleanup of erosion allowed to enter streets or sewers will be performed by the Owners/builders, at their expense. Developer reserves the right to correct erosion and the results of such erosion, at the Owner's/builder's expense.
- 2.5.13 All building debris, stumps, trees, etc., must be removed from each lot by builders as often as necessary to keep the house and lot attractive. Such debris shall not be dumped in any area of the Camden Ridge Subdivision.

2.5.14 During construction, builder must keep homes and garages clean and yards cut. Trash and construction debris will not be permitted to accumulate anywhere on the site.

2.5.15 Plans for landscaping must be submitted to the Committee for approval.

2.5.16 No front yard fencing shall be permitted. All fences for back yards and swimming pools must be approved by the Committee prior to construction, and shall be of wood or vinyl coated chain link.

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

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

2.5.19 No outside clotheslines shall be permitted without proper screening or enclosure.

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

2.5.21 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 the Developer to have such work performed and to charge the expense thereof to the Owner.

2.5.22 Trim paint color shall be white or off-white, unless another color or color(s) are approved by the Committee. Trim shall include soffit and fascia, window and door trim molding, columns, etc. Doors and shutters may be darker in color and should coordinate with the color of the brick, siding, etc.

2.5.23 Storage buildings may be permitted upon review by the Committee, though they must be screened from view, from the street or from the front or sides of neighboring homes.

2.6 Neither the Committee nor agent thereof nor the Developer 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 so as to reduce the size of the lot except that any lot may be divided so as to add the subdivided parts thereof to adjoining lots to create larger lots, such larger lots to be subject to these covenants. This shall not prohibit the construction of one residence upon two (2) or more lots.

3.2 No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family residence not to exceed two (2) stories or twenty-one (21) feet front plate height, or on uphill lots, three (3) stories or twenty-eight (28) feet front plate height, and a private garage for not more than three (3) cars.

3.3 Except as otherwise provided, every dwelling building on any lot shall each have and contain at least 1,800 square feet total of living space, at least 1,200 square feet of which shall be on the ground floor of two-story dwellings. The term "living space" shall mean the enclosed and covered area within the dwelling that is heated or cooled by central heating and air conditioning equipment, and is exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics and basements.

3.4 No more than one single-family unit shall occupy any dwelling house.

3.5 Each and every lot shall be developed with at least a two-car, closed garage or a two-car carport (only if located behind the main structure and hidden from street view), unless otherwise approved by the Committee.

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. In order to implement effective control of this item, the Developer 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 the Developer 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 Developer 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 equity. The provisions of this paragraph shall not be construed as an obligation on the part of the Developer 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 and no household may maintain more than three (3) dogs and three (3) cats for more than sixty (60) days.

4.4 No noxious, offensive or illegal activities shall be carried on upon any lot nor shall anything be done on any lot, which may be or may become an annoyance or nuisance to the neighborhood.

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

4.6 No trash, garbage or other refuse shall be dumped stored or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition and shall be so placed, buried or screened by shrubbery or other appropriate material approved in writing by the Committee so as not to be visible from any street at any time except during periods of refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. 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 for each day during which such violation continues. The recovery of such damages shall be available to the Developer 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. Any temporary or permanent signs must comply with standards set forth in the City of Auburn Zoning Ordinance.

4.8 No structures 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 and exterior of the dwelling are completed and a certificate, or other satisfactory evidence of completion is received by the Owner or contractor from the Building Codes Enforcement Department of the City of Auburn.

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 be restored to a slightly condition with reasonable promptness, provided that in no event shall such debris remain on any lot longer than sixty (60) days.

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

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

ARTICLE VI

CONSIDERATION

SECTION 6.1 The grantee(s) of any lot subject to the coverage of these Restrictions and the Owner(s) of such lot from time to time, by the acceptance of the conveyance or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed or other contract upon and subject to each and all of these restrictions and the agreements herein contained, whether or not such restrictions are recited in the instrument of conveyance.

ARTICLE VII

TERM AND MODIFICATION

SECTION 7.1 These covenants and restrictions shall run with the land and shall be in effect for a period of twenty (20) years from the date said are executed, and can be changed, modified, amended, altered or terminated only in accordance with the provisions hereof: These covenants and restrictions can be changed, modified, amended, altered or terminated at any time after twenty (20) years from the date of execution, by a duly recorded written instrument executed by the then recorded Owners (including mortgagees and other lien holders of record, if any) of ninety percent (90%) of the number of lots of this Subdivision. After twenty-five (25) years from date, the same may be changed, modified, amended, altered or terminated by a duly recorded written instrument executed by the then recorded Owners (including mortgagees and other lien holders of record, if any) of seventy-five percent (75%) of the number of lots of this Subdivision.

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

ARTICLE IX

CAPTIONS AND GENDER

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

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

Executed, this _____ of February, 2002.

By:

NORTH WOODS, INC.

_____(SEAL)
J. Ab Conner
Its: Chairman

STATE OF ALABAMA

LEE COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that J. Ab Conner, 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 contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the ____ day of February, 2002.

(NOTARY SEAL)

Notary Public

MY COMMISSION EXPIRES: _____

Stone Pointe at Camden Ridge

Camden Ridge 5th & 7th Additions

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF ALABAMA

Stone Pointe at Camden Ridge

LEE COUNTY

Camden Ridge, Fifth Addition

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, North Woods, Inc. (hereinafter referred to as the Developer) is the Owner of Stone Pointe at Camden Ridge Subdivision, (hereinafter referred to as "Subdivision"), located in Auburn, Lee County, Alabama, as shown by the plat of Stone Pointe at Camden Ridge Subdivision, as recorded in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, the Developer desires to subject said property and each lot located in said Subdivision 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 Subdivision, and the future Owners of said lots.

NOW, THEREFORE, the Developer does hereby proclaim, publish and declare that all of said lots are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following restrictions, which shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest in and to the real property or any part or parts thereof subject to such restrictions. The restrictions contained herein shall apply only to lots in the Subdivision and shall not apply to any other land owned or that may become owned by the Developer, even though such land may be contiguous with the Subdivision.

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 a residential community

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 the Developer 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, until January 2004, or until the Developer elects to terminate its control of the Committee, whichever shall first occur. After terminating control of the Committee by the Developer, 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. The Committee shall reserve the right to change, alter or add to the design regulations and criteria in these restrictions.

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, the construction material, the roofs, any later changes or 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, agreeing to all conditions set forth therein, and returned to the Committee for retention. After the plan for the structure is approved, the house or other structure must be staked out and such sitework 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 intended sitework are approved by the Committee.

2.4 Review Documents. Two sets 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 shall be delivered to the general office of the Developer or the Chairman of the Committee at least thirty (30) days prior to commencement of construction. Each such plan must include the following:

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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 show 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 and finished grade throughout 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 trees except diseased or damaged trees, may be cut or removed until the plan and sitework are approved.

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

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. This criteria frowns upon the practice of placing materials on the sides and back of a residence that are essentially different from the front elevation. The following exterior materials, among others, are acceptable:

- (a) Brick in natural earth tones.
- (b) Horizontal wood lap siding, stained or bleached.
- (c) Stucco and EIFS in limited quantities, in natural earth tones paint.
- (d) "Hearty Plank" or equivalent siding, with wood grain profile.
- (d) Masonite and/or vinyl may be permitted only above the eave line or as approved by the Committee.

2.5.2 Main roof slopes shall not be less than 6 in 12: dimensional/architectural roof shingles are required. The committee may approve lesser slopes for roofs on porches, dormers, and appendages, at its sole discretion.

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

2.5.4 Underground electrical distribution is the intent of this development and no overhead electrical wiring shall be permitted, unless approved by the Committee.

2.5.5 All outside radio antennas, television antennas and satellite receivers shall be installed in such a way as not to be aesthetically offensive from the main road and shall be placed on the back side of the roof or the back side of the chimney.

2.5.6 Swimming pools will be permitted. However, fencing of swimming pool areas must be within prescribed set-back lines.

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. Curved driveways are encouraged where possible and the driveway surface must be of concrete.

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 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 builders as often as necessary to keep the house and lot attractive. Such debris shall not be dumped in any area of the Camden Ridge Subdivision.

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

2.5.13 Plans for landscaping must be submitted to the Committee for approval.

2.5.14 No front yard fencing shall be permitted. All fences for back yards and swimming pools must be approved by the Committee prior to construction, and shall be of wood or vinyl coated chain link.

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

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

2.5.17 No outside clothes lines shall be permitted without proper screening or enclosure.

2.5.18 No exterior above ground liquified fuel storage containers of any kind shall be permitted.

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25.19 No lot corner stakes may be removed and in the event 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 the Developer to have such work performed and to charge the expense thereof to the Owner.

25.20 Trim paint color shall be white or off-white, unless another color or color(s) are approved by the Committee. Trim shall include soffit and fascia, window and door trim molding, columns, etc. Doors and shutters may be darker in color and should coordinate with the color of the brick, siding, etc.

25.21 Storage buildings may be permitted upon review by the Committee, though they must be totally screened from view, from all sides of neighboring homes.

2.6 Neither the Committee nor agent thereof nor the Developer 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 so as to reduce the size of the lot.

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 two (2) stories or twenty-one (21) feet from plate height, or on uphill lots, three (3) stories or twenty-eight (28) feet from plate height, and a private garage for not more than three (3) cars.

3.3 Except as otherwise provided, every dwelling building on any lot shall each have and contain at least 1,450 square feet total of living space, at least 900 square feet of which shall be on the ground floor of two-story dwellings. The term "living space" shall mean the enclosed and covered area within the dwelling that is heated or cooled by central heating and air conditioning equipment, and is exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics and basements.

3.4 No more than a single family unit shall occupy any dwelling house.

3.5 Each and every lot shall be developed with at least a one-car closed garage or a two-car carport. Unless otherwise approved by the Committee, carports shall be located in the rear of the lot and screened from view, from the front of the lot.

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. In order to implement effective control of this item, the Developer 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 the Developer 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 Developer 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 equity. The provisions of this paragraph shall not be construed as an obligation on the part of the Developer 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 and no household may maintain more than three (3) dogs and three (3) cats for more than sixty (60) days.

4.4 No noxious, offensive or illegal activities shall be carried on upon any lot nor shall anything be done on any lot, which may be or may become an annoyance or nuisance to the neighborhood.

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

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

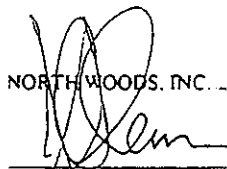
ARTICLE IX

CAPTIONS AND GENDER

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

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

NORTH WOODS, INC. . .


J. Ab Connor
Its: Chairman

(SEAL)


Paul H. Thomas
Its: President
STATE OF ALABAMA

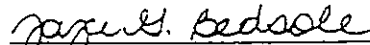
LEE COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that J. Ab Connor and Paul H. Thomas, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 23rd day of April, 2000

(NOTARY SEAL)

MY COMMISSION EXPIRES: MY COMMISSION EXPIRES OCT 28, 2003



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Camden Ridge, 8th Addition

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF ALABAMA

LEE COUNTY

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, North Woods, Inc. (hereinafter referred to as the Developer) is the Owner of Camden Ridge Subdivision, 8th Addition, (hereinafter referred to as "Subdivision"), located in Auburn, Lee County, Alabama, as shown by the plat of Camden Ridge Subdivision, 8th Addition, as recorded in Book____, Page____, in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, the Developer desires to subject said property and each lot located in said Subdivision 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 Subdivision, and the future Owners of said lots.

NOW, THEREFORE, the Developer does hereby proclaim, publish and declare that all of said lots are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following restrictions, which shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest in and to the real property or any part or parts thereof subject to such restrictions. The restrictions contained herein shall apply only to lots in the Subdivision and shall not apply to any other land owned or that may become owned by the Developer, even though such land may be contiguous with the Subdivision.

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 a residential community.

2.2 Architectural Control Committee. The Architectural Control Committee (herein referred to as the "Committee") shall be appointed by the Developer. The Developer reserves the right to appoint and/or remove any and/or all members of the Committee, until such time as the Developer owns no lot(s) in the Subdivision. The Developer may, at its discretion, appoint other lot owners or others to the Committee, who would offer expertise in the areas of building design and construction. The Developer shall continue to control the Committee membership until it elects to terminate its control of the Committee. After terminating control of the Committee by the Developer, 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. The Committee shall reserve the right to change, alter or add to the design regulations and criteria in these restrictions.

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, the construction material, the roofs, any later changes or 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, agreeing to all conditions set forth therein, and returned to the Committee for retention. After the plan for the structure is approved, the house or other structure must be staked out and such sitework 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 intended sitework are approved by the Committee.

2.4 Review Documents. Two sets 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. One set of the plans submitted to the Committee shall be retained by the Committee. Said plans shall

be delivered to the general office of the Developer 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 show 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 and finished grade throughout 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 trees except diseased or damaged trees, may be cut or removed until the plan and sitework are approved.

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

2.5 Design Criteria, Structure.

2.5.1 Homes built in this section of the Subdivision, shall be of traditional architecture and not of modern, ranch or farmhouse styles. Care should be taken to submit a schematic, photo or other representation of the planned home to the Committee, for preliminary, design and appearance, approval, prior to lot purchase.

2.5.2 It is the intent of this development to maintain itself with as many natural surfaces and textures as possible. This criterion rejects the practice of placing materials on the sides and back of a residence that are essentially different from the front elevation. The following exterior materials, among others, are acceptable:

- (a) Brick in natural earth tones (Encouraged).
- (b) Horizontal wood lap siding, stained or bleached.
- (c) Stucco and EIFS in limited quantities, in natural earth tones paint.
- (d) "Hardiplank", cementitious siding or equivalent siding, with wood grain profile, only if specifically approved by the Committee.
- (e) Smooth-face masonite and/or vinyl installed above the eave line, only if approved by the Committee. All use of masonite and vinyl or equivalent, other than at soffits and cornice work, is discouraged.

2.5.3 Roof slope shall not be less than 6 in 12; Dimensional/Architectural roof shingles are required.

2.5.4 No window or other air conditioner units shall be installed on the front of any structure.

2.5.5 Underground electrical distribution is the intent of this development and no overhead electrical wiring shall be permitted, unless approved by the Committee.

2.5.6 All outside radio antennas, television antennas and satellite receivers shall be installed in such a way as not to be seen from the main road and shall be placed on the back side of the roof or the back side of the chimney.

2.5.7 Swimming pools will be permitted. However, fencing of swimming pool areas must be within prescribed set-back lines.

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

2.5.9 Curved driveways entry walks are encouraged where possible. Driveway and walk surfaces must be of concrete, brick or stone. Asphalt driveways are not permitted.

2.5.10 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. One decorative mailbox will be provided for each lot purchased in the Subdivision.

2.5.11 During the construction, all vehicles, including those delivering supplies, must enter the building site only on driveways 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.

2.5.12 Owners and/or builders must maintain proper erosion control during construction, including installation of a crushed-stone, temporary driveway, and maintenance of said erosion control measures, for each lot. Erosion control measures must meet the requirements of the City of Auburn and ADEM regulations. Cleanup of erosion allowed to enter

streets or sewers will be performed by the Owners/builders, at their expense. Developer reserves the right to correct erosion and the results of such erosion, at the Owner's/builder's expense.

2.5.13 All building debris, stumps, trees, etc., must be removed from each lot by builders as often as necessary to keep the house and lot attractive. Such debris shall not be dumped in any area of the Camden Ridge Subdivision.

2.5.14 During construction, builder must keep homes and garages clean and yards cut. Trash and construction debris will not be permitted to accumulate anywhere on the site.

2.5.15 Plans for landscaping must be submitted to the Committee for approval.

2.5.16 No front yard fencing shall be permitted. All fences for back yards and swimming pools must be approved by the Committee prior to construction, and shall be of wood or vinyl coated chain link. Other fencing materials may be reviewed and approved by the Committee.

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

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

2.5.19 No outside clotheslines shall be permitted without proper screening or enclosure.

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

2.5.21 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 the Developer to have such work performed and to charge the expense thereof to the Owner.

2.5.22 Trim paint color shall be white or off-white, unless another color or color(s) are approved by the Committee. Trim shall include soffit and fascia, window and door trim molding, columns, etc. Doors and shutters may be darker in color and should coordinate with the color of the brick, siding, etc.

2.5.23 Storage buildings may be permitted upon review by the Committee, though they must be screened from view, from the street or from the front or sides of neighboring homes.

2.6 Neither the Committee nor agent thereof nor the Developer 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 so as to reduce the size of the lot except that any lot may be divided so as to add the subdivided parts thereof to adjoining lots to create larger lots, such larger lots to be subject to these covenants. This shall not prohibit the construction of one residence upon two (2) or more lots.

3.2 No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family residence not to exceed two (2) stories or twenty-one (21) feet front plate height, or on uphill lots, three (3) stories or twenty-eight (28) feet front plate height, and a private garage for not more than three (3) cars.

3.3 Except as otherwise provided, every dwelling building on any lot shall each have and contain at least 1,600 square feet total of living space, at least 1,200 square feet of which shall be on the ground floor of two-story dwellings. The term "living space" shall mean the enclosed and covered area within the dwelling that is heated or cooled by central heating and air conditioning equipment, and is exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics and basements.

3.4 No more than one single-family unit shall occupy any dwelling house.

3.5 Each and every lot shall be developed with at least a two-car, closed garage or a two-car carport (carport permitted only if located behind the main structure and hidden from street view), unless otherwise approved by the Committee.

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. In order to implement effective control of this item, the Developer 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 the Developer 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 Developer 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 equity. The provisions of this paragraph shall not be construed as an obligation on the part of the Developer 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 and no household may maintain more than three (3) dogs and three (3) cats for more than sixty (60) days.

4.4 No noxious, offensive or illegal activities shall be carried on upon any lot nor shall anything be done on any lot, which may be or may become an annoyance or nuisance to the neighborhood.

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

4.6 No trash, garbage or other refuse shall be dumped stored or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition and shall be so placed, buried or screened by shrubbery or other appropriate material approved in writing by the Committee so as not to be visible from any street at any time except during periods of refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. 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 for each day during which such violation continues. The recovery of such damages shall be available to the Developer 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 six (6) square feet to advertise the property during sale period. No sign shall be permitted to be nailed or attached to trees. Any temporary or permanent signs must comply with standards set forth in the City of Auburn Zoning Ordinance. These restrictions do not apply to the Developer's sales signs or those of their brokerage/agency, for advertising lots, land or homes, for sale in the Subdivision.

4.8 No structures 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 and exterior of the dwelling are completed and a certificate, or other satisfactory evidence of completion is received by the Owner or contractor from the Building Codes Enforcement Department of the City of Auburn.

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 be restored to a slightly condition with reasonable promptness, provided that in no event shall such debris remain on any lot longer than sixty (60) days.

4.10 No boat, boat trailer, house trailer, mobile home, camper, motor home, recreational vehicle or similar equipment or vehicle shall be parked or stored on any road, street, driveway, yard or lot located in the Subdivision for any period of time in excess of twenty-four (24) hours except in enclosed garages or carports. No trucks larger than four (4) tons 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 the lot.

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

ARTICLE VI

CONSIDERATION

SECTION 6.1 The grantee(s) of any lot subject to the coverage of these Restrictions and the Owner(s) of such lot from time to time, by the acceptance of the conveyance or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed or other contract upon and subject to each and all of these restrictions and the agreements herein contained, whether or not such restrictions are recited in the instrument of conveyance.

ARTICLE VII

TERM AND MODIFICATION

SECTION 7.1 These covenants and restrictions shall run with the land and shall be in effect for a period of twenty (20) years from the date said are executed, and can be changed, modified, amended, altered or terminated only in accordance with the provisions hereof: These covenants and restrictions can be changed, modified, amended, altered or terminated at any time after twenty (20) years from the date of execution, by a duly recorded written instrument executed by the then recorded Owners (including mortgagees and other lien holders of record, if any) of ninety percent (90%) of the number of lots of this Subdivision. After twenty-five (25) years from date, the same may be changed, modified, amended, altered or terminated by a duly recorded written instrument executed by the then recorded Owners (including mortgagees and other lien holders of record, if any) of seventy-five percent (75%) of the number of lots of this Subdivision.

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

ARTICLE IX

CAPTIONS AND GENDER

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

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

Executed, this _____ of December, 2003.

By:

NORTH WOODS, INC.

_____(SEAL)
J. Ab Conner
Its: Chairman

STATE OF ALABAMA

LEE COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that J. Ab Conner, 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 contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the ____ day of December, 2003.

(NOTARY SEAL)

MY COMMISSION EXPIRES: _____

Notary Public

Camden Ridge, 9th Addition

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF ALABAMA

LEE COUNTY

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, North Woods, Inc. (hereinafter referred to as the Developer) is the Owner of Camden Ridge Subdivision, 9th Addition, (hereinafter referred to as "Subdivision"), located in Auburn, Lee County, Alabama, as shown by the plat of Camden Ridge Subdivision, 9th Addition, as recorded in Book 26, Page 33, in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, the Developer desires to subject said property and each lot located in said Subdivision 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 Subdivision, and the future Owners of said lots.

NOW, THEREFORE, the Developer does hereby proclaim, publish and declare that all of said lots are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following restrictions, which shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest in and to the real property or any part or parts thereof subject to such restrictions. The restrictions contained herein shall apply only to lots in the Subdivision and shall not apply to any other land owned or that may become owned by the Developer, even though such land may be contiguous with the Subdivision.

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 a residential community.

2.2 Architectural Control Committee. The Architectural Control Committee (herein referred to as the "Committee") shall be appointed by the Developer. The Developer reserves the right to appoint and/or remove any and/or all members of the Committee, until such time as the Developer owns no lot(s) in the Subdivision. The Developer may, at its discretion, appoint other lot owners or others to the Committee, who would offer expertise in the areas of building design and construction. The Developer shall continue to control the Committee membership until it elects to terminate its control of the Committee. After terminating control of the Committee by the Developer, 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. The Committee shall reserve the right to change, alter or add to the design regulations and criteria in these restrictions.

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, the construction material, the roofs, any later changes or 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, agreeing to all conditions set forth therein, and returned to the Committee for retention. After the plan for the structure is approved, the house or other structure must be staked out and such sitework 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 intended sitework are approved by the Committee.

2.4 Review Documents. Two sets 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. One set of the plans submitted to the Committee shall be retained by the Committee. Said plans shall

be delivered to the general office of the Developer 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-

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

2.4.3 All plans must show 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 and finished grade throughout 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 trees except diseased or damaged trees, may be cut or removed until the plan and sitework are approved.

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

2.5 Design Criteria, Structure.

2.5.1 Homes built in this section of the Subdivision, shall be of traditional architecture and not of modern, ranch or farmhouse styles. Care should be taken to submit a schematic, photo or other representation of the planned home to the Committee, for preliminary, design and appearance, approval, prior to lot purchase.

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- (b) Horizontal wood lap siding, stained or bleached.
- (c) Stucco and EIFS in limited quantities, in natural earth tones paint.
- (d) "Hardiplank", cementitious siding or equivalent siding, with wood grain profile, only if specifically approved by the Committee.
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2.5.5 Underground electrical distribution is the intent of this development and no overhead electrical wiring shall be permitted, unless approved by the Committee.

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construction.
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2.5.12 Owners and/or builders must maintain proper erosion control during construction, including installation of a crushed-stone, temporary driveway, and maintenance of said erosion control measures, for each lot. Erosion control measures must meet the requirements of the City of Auburn and ADEM regulations. Cleanup of erosion allowed to enter streets or sewers will be performed by the Owners/builders, at their expense. Developer reserves the right to correct erosion and the results of such erosion, at the Owner's/builder's expense.

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2.5.16 No front yard fencing shall be permitted. All fences for back yards and swimming pools must be approved by the Committee prior to construction, and shall be of wood or vinyl coated chain link. Other fencing materials may be reviewed and approved by the Committee.

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ARTICLE III

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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 so as to reduce the size of the lot except that any lot may be divided so as to add the subdivided parts thereof to adjoining lots to create larger lots, such larger lots to be subject to these covenants. This shall not prohibit the construction of one residence upon two (2) or more lots.

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3.3 Except as otherwise provided, every dwelling building on any lot shall each have and contain at least 1,600 square feet total of living space, at least 1,200 square feet of which shall be on the ground floor of two-story dwellings. The term "living space" shall mean the enclosed and covered area within the dwelling that is heated or cooled by central heating and air conditioning equipment, and is exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics and basements.

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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. In order to implement effective control of this item, the Developer 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 the Developer 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 Developer 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 equity. The provisions of this paragraph shall not be construed as an obligation on the part of the Developer or the Committee to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

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

4.6 No trash, garbage or other refuse shall be dumped stored or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition and shall be so placed, buried or screened by shrubbery or other appropriate material approved in writing by the Committee so as not to be visible from any street at any time except during periods of refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. 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 for each day during which such violation continues. The recovery of such damages shall be available to the Developer 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 six (6) square feet to advertise the property during sale period. No sign shall be permitted to be nailed or attached to trees. Any temporary or permanent signs must comply with standards set forth in the City of Auburn Zoning Ordinance. These restrictions do not apply to the Developer's sales signs or those of their brokerage/agency, for advertising lots, land or homes, for sale in the Subdivision.

4.8 No structures 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 and exterior of the dwelling are completed and a certificate, or other satisfactory evidence of completion is received by the Owner or contractor from the Building Codes Enforcement Department of the City of Auburn.

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 be restored to a slightly condition with reasonable promptness, provided that in no event shall such debris remain on any lot longer than sixty (60) days.

4.10 No boat, boat trailer, house trailer, mobile home, camper, motor home, recreational vehicle or similar equipment or vehicle shall be parked or stored on any road, street, driveway, yard or lot located in the Subdivision for any period of time in excess of twenty-four (24) hours except in enclosed garages or carports. No trucks larger than four (4) tons 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 the lot.

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 such Owner, or agent or tenant or invitee of such Owner, the Owner(s) of lot(s), the Developer or any party to whose benefit these restrictions shall inure, shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages, reasonable attorney's fees, cost of court, or other charges or to take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of

an aggrieved party to invoke an available remedy set forth herein shall be held to be a waiver by the party or an estoppel of that party or of any other party to assert any right available to that party upon the recurrence or continuation of said violation or the occurrence of a different violation.

ARTICLE VI

CONSIDERATION

SECTION 6.1 The grantee(s) of any lot subject to the coverage of these Restrictions and the Owner(s) of such lot from time to time, by the acceptance of the conveyance or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed or other contract upon and subject to each and all of these restrictions and the agreements herein contained, whether or not such restrictions are recited in the instrument of conveyance.

ARTICLE VII

TERM AND MODIFICATION

SECTION 7.1 These covenants and restrictions shall run with the land and shall be in effect for a period of twenty (20) years from the date said are executed, and can be changed, modified, amended, altered or terminated only in accordance with the provisions hereof: These covenants and restrictions can be changed, modified, amended, altered or terminated at any time after twenty (20) years from the date of execution, by a duly recorded written instrument executed by the then recorded Owners (including mortgagees and other lien holders of record, if any) of ninety percent (90%) of the number of lots of this Subdivision. After twenty-five (25) years from date, the same may be changed, modified, amended, altered or terminated by a duly recorded written instrument executed by the then recorded Owners (including mortgagees and other lien holders of record, if any) of seventy-five percent (75%) of the number of lots of this Subdivision.

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

ARTICLE IX

CAPTIONS AND GENDER

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

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

Executed, this _____ of December, 2004.

By:

NORTH WOODS, INC.

J. Ab Conner (SEAL)

Its: Chairman

STATE OF ALABAMA

LEE COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that J. Ab Conner, 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 contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the ____ day of December, 2004.

(NOTARY SEAL)

Notary Public

MY COMMISSION EXPIRES: _____

Camden Ridge, 10th Addition

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF ALABAMA

LEE COUNTY

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, North Woods, Inc. (hereinafter referred to as the Developer) is the Owner of Camden Ridge Subdivision, 10th Addition, (hereinafter referred to as "Subdivision"), located in Auburn, Lee County, Alabama, as shown by the plat of Camden Ridge Subdivision, 10th Addition, as recorded in Book __, Page __, in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, the Developer desires to subject said property and each lot located in said Subdivision 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 Subdivision, and the future Owners of said lots.

NOW, THEREFORE, the Developer does hereby proclaim, publish and declare that all of said lots are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following restrictions, which shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest in and to the real property or any part or parts thereof subject to such restrictions. The restrictions contained herein shall apply only to lots in the Subdivision and shall not apply to any other land owned or that may become owned by the Developer, even though such land may be contiguous with the Subdivision.

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 a residential community.

2.2 Architectural Control Committee. The Architectural Control Committee (herein referred to as the "Committee") shall be appointed by the Developer. The Developer reserves the right to appoint and/or remove any and/or all members of the Committee, until such time as the Developer owns no lot(s) in the Subdivision. The Developer may, at its discretion, appoint other lot owners or others to the Committee, who would offer expertise in the areas of building design and construction. The Developer shall continue to control the Committee membership until it elects to terminate its control of the Committee. After terminating control of the Committee by the Developer, 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. The Committee shall reserve the right to change, alter or add to the design regulations and criteria in these restrictions.

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, the construction material, the roofs, any later changes or 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, agreeing to all conditions set forth therein, and returned to the Committee for retention. After the plan for the structure is approved, the house or other structure must be staked out and such sitework 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 intended sitework are approved by the Committee.

2.4 Review Documents. Two sets 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. One set of the plans submitted to the Committee shall be retained by the Committee. Said plans shall

be delivered to the general office of the Developer 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 show 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 and finished grade throughout 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 trees except diseased or damaged trees, may be cut or removed until the plan and sitework are approved.

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

2.5 Design Criteria, Structure.

2.5.1 Homes built in this section of the Subdivision, shall be of traditional architecture and not of modern, ranch or farmhouse styles. Care should be taken to submit a schematic, photo or other representation of the planned home to the Committee, for preliminary, design and appearance, approval, prior to lot purchase.

2.5.2 It is the intent of this development to maintain itself with as many natural surfaces and textures as possible. This criterion rejects the practice of placing materials on the sides and back of a residence that are essentially different from the front elevation. The following exterior materials, among others, are acceptable:

- (a) Brick in natural earth tones (Encouraged).
- (b) Horizontal wood lap siding, stained or bleached.
- (c) Stucco and EIFS in limited quantities, in natural earth tones paint.
- (d) "Hardiplank", cementitious siding or equivalent siding, with wood grain profile, only if specifically approved by the Committee.
- (e) Smooth-face masonite and/or vinyl installed above the eave line, only if approved by the Committee. All use of masonite and vinyl or equivalent, other than at soffits and cornice work, is discouraged.

2.5.3 Roof slope shall not be less than 6 in 12; Dimensional/Architectural roof shingles are required.

2.5.4 No window or other air conditioner units shall be installed on the front of any structure.

2.5.5 Underground electrical distribution is the intent of this development and no overhead electrical wiring shall be permitted, unless approved by the Committee.

2.5.6 All outside radio antennas, television antennas and satellite receivers shall be installed in such a way as not to be seen from the main road and shall be placed on the back side of the roof or the back side of the chimney.

2.5.7 Swimming pools will be permitted. However, fencing of swimming pool areas must be within prescribed set-back lines.

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

2.5.9 Curved driveways entry walks are encouraged where possible. Driveway and walk surfaces must be of concrete, brick or stone. Asphalt driveways are not permitted.

2.5.9.a Home Owners and/or Builders are responsible for constructing sidewalks in front of lot(s), in accordance with City of Auburn Standard Details. In the case of corner lots, the Developer will be responsible for installation of sidewalks along one of the two street fronts.

2.5.10 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. One decorative mailbox will be provided for each lot purchased in the Subdivision.

2.5.11 During the construction, all vehicles, including those delivering supplies, must enter the building site only on driveways 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.

2.5.12 Owners and/or builders must maintain proper erosion control during construction, including installation of a crushed-stone, temporary driveway, and maintenance of said erosion control measures, for each lot. Erosion control measures must meet the requirements of the City of Auburn and ADEM regulations. Cleanup of erosion allowed to enter streets or sewers will be performed by the Owners/builders, at their expense. Developer reserves the right to correct erosion and the results of such erosion, at the Owner's/builder's expense.

2.5.13 All building debris, stumps, trees, etc., must be removed from each lot by builders as often as necessary to keep the house and lot attractive. Such debris shall not be dumped in any area of the Camden Ridge Subdivision.

2.5.14 During construction, builder must keep homes and garages clean and yards cut. Trash and construction debris will not be permitted to accumulate anywhere on the site.

2.5.15 Plans for landscaping must be submitted to the Committee for approval.

2.5.16 No front yard fencing shall be permitted. All fences for back yards and swimming pools must be approved by the Committee prior to construction, and shall be of wood or vinyl coated chain link. Other fencing materials may be reviewed and approved by the Committee.

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

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

2.5.19 No outside clotheslines shall be permitted without proper screening or enclosure.

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

2.5.21 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 the Developer to have such work performed and to charge the expense thereof to the Owner.

25.22 Trim paint color shall be white or off-white, unless another color or color(s) are approved by the Committee. Trim shall include soffit and fascia, window and door trim molding, columns, etc. Doors and shutters may be darker in color and should coordinate with the color of the brick, siding, etc.

25.23 Storage buildings may be permitted upon review by the Committee, though they must be screened from view, from the street or from the front or sides of neighboring homes.

2.6 Neither the Committee nor agent thereof nor the Developer 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 so as to reduce the size of the lot except that any lot may be divided so as to add the subdivided parts thereof to adjoining lots to create larger lots, such larger lots to be subject to these covenants. This shall not prohibit the construction of one residence upon two (2) or more lots.

3.2 No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family residence not to exceed two (2) stories or twenty-one (21) feet front plate height, or on uphill lots, three (3) stories or twenty-eight (28) feet front plate height, and a private garage for not more than three (3) cars.

3.3 Except as otherwise provided, every dwelling building on any lot shall each have and contain at least 1,600 square feet total of living space, at least 1,200 square feet of which shall be on the ground floor of two-story dwellings. The term "living space" shall mean the enclosed and covered area within the dwelling that is heated or cooled by central heating and air conditioning equipment, and is exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics and basements.

3.4 No more than one single-family unit shall occupy any dwelling house.

3.5 Each and every lot shall be developed with at least a two-car, closed garage or a two-car carport (carport permitted only if located behind the main structure and hidden from street view), unless otherwise approved by the Committee.

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. In order to implement effective control of this item, the Developer 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 the Developer 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 Developer 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 equity. The provisions of this paragraph shall not be construed as an obligation on the part of the Developer 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 and no household may maintain more than three (3) dogs and three (3) cats for more than sixty (60) days.

4.4 No noxious, offensive or illegal activities shall be carried on upon any lot nor shall anything be done on any lot, which may be or may become an annoyance or nuisance to the neighborhood.

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

4.6 No trash, garbage or other refuse shall be dumped stored or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition and shall be so placed, buried or screened by shrubbery or other appropriate material approved in writing by the Committee so as not to be visible from any street at any time except during periods of refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. 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 for each day during which such violation continues. The recovery of such damages shall be available to the Developer 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 six (6) square feet to advertise the property during sale period. No sign shall be permitted to be nailed or attached to trees. Any temporary or permanent signs must comply with standards set forth in the City of Auburn Zoning Ordinance. These restrictions do not apply to the Developer's sales signs or those of their brokerage/agency, for advertising lots, land or homes, for sale in the Subdivision.

4.8 No structures 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 and exterior of the dwelling are completed and a certificate, or other satisfactory evidence of completion is received by the Owner or contractor from the Building Codes Enforcement Department of the City of Auburn.

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 be restored to a slightly condition with reasonable promptness, provided that in no event shall such debris remain on any lot longer than sixty (60) days.

4.10 No boat, boat trailer, house trailer, mobile home, camper, motor home, recreational vehicle or similar equipment or vehicle shall be parked or stored on any road, street, driveway, yard or lot located in the Subdivision for any period of time in excess of twenty-four (24) hours except in enclosed garages or carports. No trucks larger than four (4) tons 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 the lot.

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

ARTICLE VI

CONSIDERATION

SECTION 6.1 The grantee(s) of any lot subject to the coverage of these Restrictions and the Owner(s) of such lot from time to time, by the acceptance of the conveyance or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed or other contract upon and subject to each and all of these restrictions and the agreements herein contained, whether or not such restrictions are recited in the instrument of conveyance.

ARTICLE VII

TERM AND MODIFICATION

SECTION 7.1 These covenants and restrictions shall run with the land and shall be in effect for a period of twenty (20) years from the date said are executed, and can be changed, modified, amended, altered or terminated only in accordance with the provisions hereof: These covenants and restrictions can be changed, modified, amended, altered or terminated at any time after twenty (20) years from the date of execution, by a duly recorded written instrument executed by the then recorded Owners (including mortgagees and other lien holders of record, if any) of ninety percent (90%) of the number of lots of this Subdivision. After twenty-five (25) years from date, the same may be changed, modified, amended, altered or terminated by a duly recorded written instrument executed by the then recorded Owners (including mortgagees and other lien holders of record, if any) of seventy-five percent (75%) of the number of lots of this Subdivision.

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

ARTICLE IX

CAPTIONS AND GENDER

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

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

Executed, this _____ of October, 2005.

By:

NORTH WOODS, INC.

_____(SEAL)

J. Ab Conner

Its: Chairman

STATE OF ALABAMA

LEE COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that J. Ab Conner, 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 contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of October, 2005.

(NOTARY SEAL)

MY COMMISSION EXPIRES: _____

Notary Public

Camden Ridge, 11th Addition

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF ALABAMA
LEE COUNTY

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Recorded in the Above
MISC Book A Page
12-18-2007 01:53:16 PM
Bill English - Probate Judge

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, North Woods, Inc. (hereinafter referred to as the Developer) is the Owner of Camden Ridge Subdivision, 11th Addition, (hereinafter referred to as "Subdivision"), located in Auburn, Lee County, Alabama, as shown by the plat of Camden Ridge Subdivision, 11th Addition, as recorded in Book 29, Page 164, in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, the Developer desires to subject said property and each lot located in said Subdivision 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 Subdivision, and the future Owners of said lots.

NOW, THEREFORE, the Developer does hereby proclaim, publish and declare that all of said lots are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following restrictions, which shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest in and to the real property or any part or parts thereof subject to such restrictions. The restrictions contained herein shall apply only to lots in the Subdivision and shall not apply to any other land owned or that may become owned by the Developer, even though such land may be contiguous with the Subdivision.

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 a residential community.

2.2 Architectural Control Committee. The Architectural Control Committee (herein referred to as the "Committee") shall be appointed by the Developer. The Developer reserves the right to appoint and/or remove any and/or all members of the Committee, until such time as the Developer owns no lot(s) in the Subdivision. The Developer may, at its discretion, appoint other lot owners or others to the Committee, who would offer expertise in the areas of building design and construction. The Developer shall continue to control the Committee membership until it elects to terminate its control of the Committee. After terminating control of the Committee by the Developer, 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. The Committee shall reserve the right to change, alter or add to the design regulations and criteria in these restrictions.

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, the construction material, the roofs, any later changes or 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, agreeing to all conditions set forth therein, and returned to the Committee for retention. After the plan for the structure is approved, the house or other structure must be staked out and such sitework 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 intended sitework are approved by the Committee.

2.4 Review Documents. Two sets 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. One set of the plans submitted to the Committee shall be retained by the Committee. Said plans shall be delivered to the general office of the Developer 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 show 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 and finished grade throughout 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 trees except diseased or damaged trees, may be cut or removed until the plan and sitework are approved.

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

2.5 Design Criteria, Structure.

2.5.1 Homes built in this section of the Subdivision, shall be of traditional architecture and not of modern, ranch or farmhouse styles. Care should be taken to submit a schematic, photo or other representation of the planned home to the Committee, for preliminary, design and appearance, approval, prior to lot purchase.

2.5.2 It is the intent of this development to maintain itself with as many natural surfaces and textures as possible. This criterion rejects the practice of placing materials on the sides and back of a residence that are essentially different from the front elevation. The following exterior materials, among others, are acceptable:

- (a) Brick in natural earth tones (Encouraged).
- (b) Horizontal wood lap siding, stained or bleached.
- (c) Stucco and EIFS in limited quantities, in natural earth tones paint.
- (d) "Hardiplank", cementitious siding or equivalent siding, with wood grain profile, only if specifically approved by the Committee.
- (e) Smooth-face masonite and/or vinyl installed above the eave line, only if approved by the Committee. All use of masonite and vinyl or equivalent, other than at soffits and cornice work, is discouraged.

2.5.3 Roof slope shall not be less than 6 in 12; Dimensional/Architectural roof shingles are required.

2.5.4 No window or other air conditioner units shall be installed on the front of any structure.

2.5.5 Underground electrical distribution is the intent of this development and no overhead electrical wiring shall be permitted, unless approved by the Committee.

2.5.6 All outside radio antennas, television antennas and satellite receivers shall be installed in such a way as not to be seen from the main road and shall be placed on the back side of the roof or the back side of the chimney.

2.5.7 Swimming pools will be permitted. However, fencing of swimming pool areas must be within prescribed set-back lines.

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

2.5.9 Curved driveways entry walks are encouraged where possible. Driveway and walk surfaces must be of concrete, brick or stone. Asphalt driveways are not permitted.

2.5.9.a Home Owners and/or Builders are responsible for constructing sidewalks in front of lot(s), in accordance with City of Auburn Standard Details. In the case of corner lots, the Developer will be responsible for installation of sidewalks along one of the two street fronts.

2.5.10 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. One decorative mailbox will be provided for each lot purchased in the Subdivision.

2.5.11 During the construction, all vehicles, including those delivering supplies, must enter the building site only on driveways 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.

2.5.12 Owners and/or builders must maintain proper erosion control during construction, including installation of a crushed-stone, temporary driveway, and maintenance of said erosion control measures, for each lot. Erosion control measures must meet the requirements of the City of Auburn and ADEM regulations. Cleanup of erosion allowed to enter streets or sewers will be performed by the Owners/builders, at their expense. Developer reserves the right to correct erosion and the results of such erosion, at the Owner's/builder's expense.

2.5.13 All building debris, stumps, trees, etc., must be removed from each lot by builders as often as necessary to keep the house and lot attractive. Such debris shall not be dumped in any area of the Camden Ridge Subdivision.

2.5.14 During construction, builder must keep homes and garages clean and yards cut. Trash and construction debris will not be permitted to accumulate anywhere on the site.

2.5.15 Plans for landscaping must be submitted to the Committee for approval.

2.5.16 No front yard fencing shall be permitted. All fences for back yards and swimming pools must be approved by the Committee prior to construction, and shall be of wood or vinyl coated chain link. Landscaping should be placed around the fence perimeter to limit the visibility of such vinyl-coated fencing. Other fencing materials may be reviewed and approved by the Committee. Perimeter fencing shall not be located on any easement or right-of-way. Likewise, fencing shall not enclose any such easement. Fence drawings, layout, material samples and/or descriptions must be passed through the Architectural Control Committee, for approval.

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

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

2.5.19 No outside clotheslines shall be permitted without proper screening or enclosure.

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

2.5.21 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 the Developer to have such work performed and to charge the expense thereof to the Owner.

2.5.22 Trim paint color shall be white or off-white, unless another color or color(s) are approved by the Committee. Trim shall include soffit and fascia, window and door trim molding, columns, etc. Doors and shutters may be darker in color and should coordinate with the color of the brick, siding, etc.

2.5.23 Storage buildings may be permitted upon review by the Committee, though they must be screened from view, from the street or from the front or sides of neighboring homes.

2.5.24 The main-level finish floor elevation for any houses built in the above sections of Camden Ridge, shall be no lower than 18" from the final finish grade around the perimeter of the house. Slabs on grade having a turn-down face of less than 18" will not be permitted. Crawl spaces or raised slab foundations are recommended for all homes. This provision does not apply to basement or garage slabs or to sides of a house not facing a public street.

2.5.25 The Architectural Control Committee may impose minimum and maximum setbacks on all lots, in addition to City of Auburn-required setbacks.

2.6 Neither the Committee nor agent thereof nor the Developer 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 so as to reduce the size of the lot except that any lot may be divided so as to add the subdivided parts thereof to adjoining lots to create larger lots, such larger lots to be subject to these covenants. This shall not prohibit the construction of one residence upon two (2) or more lots.

3.2 No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family residence not to exceed two (2) stories or twenty-one (21) feet front plate height, or on uphill lots, three (3) stories or twenty-eight (28) feet front plate height, and a private garage for not more than three (3) cars.

3.3 Except as otherwise provided, every dwelling building on any lot shall each have and contain at least 1,650 square feet total of living space, at least 1,250 square feet of which shall be on the ground floor of two-story dwellings. The term "living space" shall mean the enclosed and covered area within the dwelling that is heated or cooled by central heating and air conditioning equipment, and is exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics and basements.

3.4 No more than one single-family unit shall occupy any dwelling house.

3.5 Each and every lot shall be developed with at least a two-car, closed garage or a two-car carport (carport permitted only if located behind the main structure and hidden from street view), unless otherwise approved by the Committee.

ARTICLE IV

GENERAL PROHIBITIONS AND REQUIREMENTS

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

4.2 All lots, 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. In order to implement effective control of this item, the Developer 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 the Developer 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 Developer 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 equity. The provisions of this paragraph shall not be construed as an obligation on the part of the Developer 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 and no household may maintain more than three (3) dogs and three (3) cats for more than sixty (60) days.

4.4 No noxious, offensive or illegal activities shall be carried on upon any lot nor shall anything be done on any lot, which may be or may become an annoyance or nuisance to the neighborhood.

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

4.6 No trash, garbage or other refuse shall be dumped stored or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition and shall be so placed, buried or screened by shrubbery or other appropriate material approved in writing by the Committee so as not to be visible from any street at any time except during periods of refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. 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 for each day during which such violation continues. The recovery of such damages shall be available to the Developer 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 six (6) square feet to advertise the property during sale period. No sign shall be permitted to be nailed or attached to trees. Any temporary or permanent signs must comply with standards set forth in the City of Auburn Zoning Ordinance. These restrictions do not apply to the Developer's sales signs or those of their brokerage/agency, for advertising lots, land or homes, for sale in the Subdivision.

4.8 No structures 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 and exterior of the dwelling are completed and a certificate, or other satisfactory evidence of completion is received by the Owner or contractor from the Building Codes Enforcement Department of the City of Auburn.

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 be restored to a sightly condition with reasonable promptness, provided that in no event shall such debris remain on any lot longer than sixty (60) days.

4.10 No boat, boat trailer, house trailer, mobile home, camper, motor home, recreational vehicle or similar equipment or vehicle shall be parked or stored on any road, street, driveway, yard or lot located in the Subdivision for any period of time in excess of twenty-four (24) hours except in enclosed garages or carports. No trucks larger than four (4) tons 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 the lot.

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

ARTICLE VI

CONSIDERATION

SECTION 6.1 The grantee(s) of any lot subject to the coverage of these Restrictions and the Owner(s) of such lot from time to time, by the acceptance of the conveyance or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed or other contract upon and subject to each and all of these restrictions and the agreements herein contained, whether or not such restrictions are recited in the instrument of conveyance.

ARTICLE VII

TERM AND MODIFICATION

SECTION 7.1 These covenants and restrictions shall run with the land and shall be in effect for a period of twenty (20) years from the date said are executed, and can be changed, modified, amended, altered or terminated only in accordance with the provisions hereof: These covenants and restrictions can be changed, modified, amended, altered or terminated at any time after twenty (20) years from the date of execution, by a duly recorded written instrument executed by the then recorded Owners (including mortgagees and other lien holders of record, if any) of ninety percent (90%) of the number of lots of this Subdivision. After twenty-five (25) years from the date of execution, the same may be changed, modified, amended, altered or terminated by a duly recorded written instrument executed by the then recorded Owners (including mortgagees and other lien holders of record, if any) of seventy-five percent (75%) of the number of lots of this Subdivision. The Developer may amend these covenants and restrictions, until the Developer no longer owns any lot in the Subdivision.

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

ARTICLE IX

CAPTIONS AND GENDER

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

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

ARTICLE IX

Section 10.1 The Developer will amend these Covenant, Conditions and Restrictions, with provisions for a Camden Ridge Homeowners Association. Any and all property owners subject to these Covenants will likewise be members of the new Camden Ridge Homeowners Association and subject to the Association Bylaws and Articles of Incorporation.

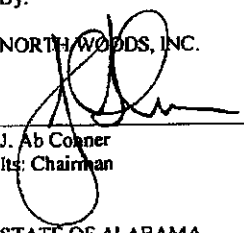
10.2 Property Owners in Camden Ridge, 11th Addition, are responsible for paying yearly dues or assessments, for maintenance of any common areas in the Subdivision. Initial yearly dues will not exceed \$300 per year, for the first five years.

10.3 Camden Ridge Homeowners Association Bylaws and Articles of Incorporation, shall be made amendments to these Covenants, Conditions and Restrictions.

Executed, this 18th of December, 2007.

By:

NORTH WOODS, INC.


J. Ab Conner
Its: Chairman

(SEAL)

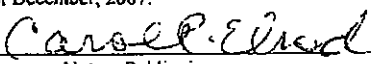
STATE OF ALABAMA
LEE COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that J. Ab Conner, 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 contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 18th day of December, 2007.

(NOTARY SEAL)

MY COMMISSION EXPIRES: 10/26/09


Notary Public

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CAMDEN RIDGE SUBDIVISION**

WHEREAS, by instrument dated Dec. 12, 2007 and recorded in the Office of Probate Judge of Lee County, in Miscellaneous Book 1283, at Page 994, et seq. (the "Original Declaration"), North Woods, Inc., an Alabama Corporation (hereinafter referred to as "Developer"), imposed certain covenants, conditions and restrictions on the real property described therein, and

WHEREAS, Developer is the owner of the property described as Camden Ridge, 11th Addition, Phase Two, recorded in the Office of Probate Judge of Lee County, in Plat Book 31 at Page 55, attached hereto and made a part hereof (the "Property") and desires to subject said property to the restrictions, covenants, terms, conditions and limitations set forth in the Original Declaration;

NOW, THEREFORE, in consideration of the premises and under the authority reserved in the Original Declaration, Developer does hereby declare that the Property shall be held, sold and conveyed, subject to the easement, restrictions, covenants and conditions described in the Original Declaration.

IN WITNESS WHEREOF, North Woods, Inc., has caused this Amendment to Declaration of Covenants, Conditions and Restrictions to be properly executed, by North Woods, Inc., by its managing members, as of this the 29th day of September, 2008.

North Woods, Inc.

By: 

Donald M. Coomer Vice President

1287 342
Recorded in the above
MISC. Book & Page
09-29-2008 03:29:21 PM
8111 English - Probate Judge
Lee County, AL

STATE OF ALABAMA
COUNTY OF LEE

Book/Pg: 1287/342
Term/Expiry: 09/02 / 03
Inst: 3609.76910.97219
Recorded: 09-29-2008 15:29:37

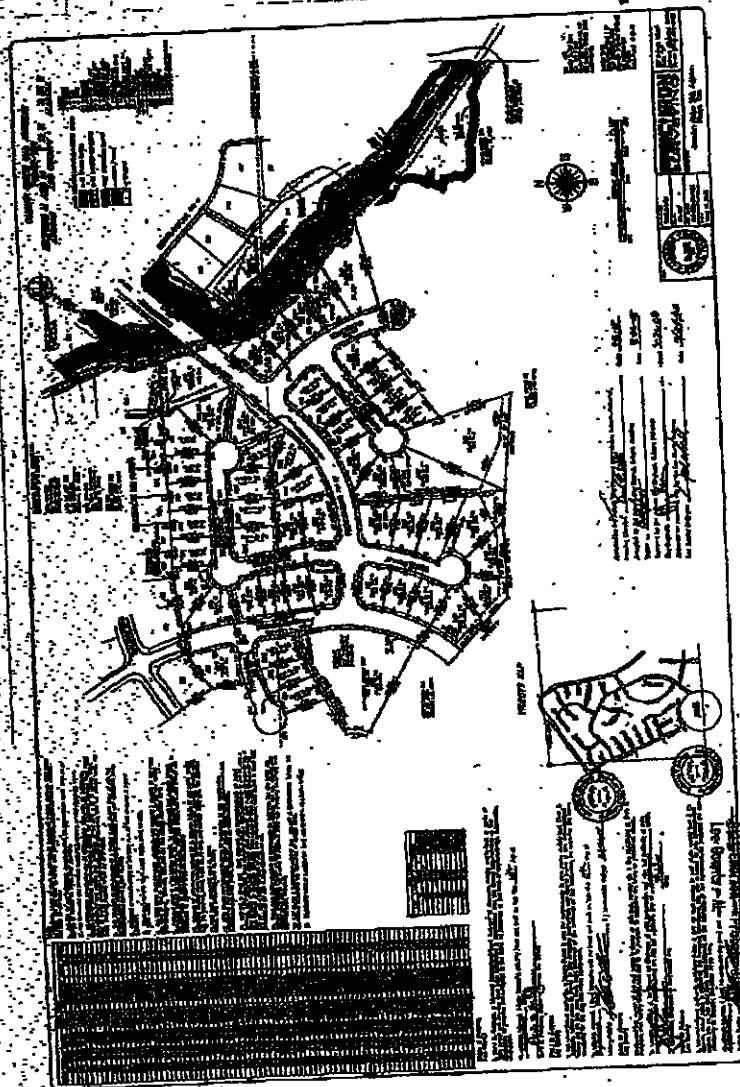
I, the undersigned authority, a Notary Public in and for said State of Alabama, hereby certify that Donald M. Coomer, whose name as Vice President of North Woods, Inc. is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he executed the same voluntarily and with full authority on the day the same bears date as the act of said corporation.

Given under my hand and official seal this the 29th day of September, 2008.

Notary Public
My Commission Expires

MY COMMISSION EXPIRES NOV. 3, 2008

1.00



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**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CAMDEN RIDGE SUBDIVISION**

WHEREAS, by instrument dated December 18, 2007 and recorded in the Office of Probate Judge of Lee County, in Miscellaneous Book 1283, at page 994, et seq. (the "Original Declaration"), North Woods, Inc., an Alabama Corporation (hereinafter referred to as "Developer"), imposed certain covenants, conditions and restrictions on the real property described therein, and

WHEREAS, Developer is the owner of the property described as Camden Ridge, 11th Addition, Phase 2B, recorded in the Office of Probate Judge of Lee County, in Plat Book 31, at Page 83, attached hereto and made part hereof (the "Property") and desires to subject said property to the restrictions, covenants, terms and limitations set forth in the Original Declaration;

NOW, THEREFORE, in consideration of the premises and under the authority reserved in the Original Declaration, Developer does hereby declare that the Property shall be held, sold and conveyed, subject to the easement, restrictions, covenants and conditions described in the Original Declaration.

IN WITNESS WHEREOF, North Woods, Inc., has caused this Amendment to Declaration of Covenants, Conditions and Restrictions to be properly executed, by North Woods, Inc. by its managing members, as of this 9th day of December 2008.

North Woods, Inc.

By:


Donald M. Conner, Vice President

1283 192
Recorded in the Above
MISC Book & Page
12-12-2008 02:44:31 PM
Bill Fastish - Probate Judge
Lee County, AL

**STATE OF ALABAMA
COUNTY OF LEE**

I, the undersigned authority, a Notary Public in and for said State recognizes, hereby certify that Donald M. Conner, whose name is as Vice President of North Woods, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he executed the same voluntarily and with full authority on the day the same bears date as the act of said corporation.

Given under my hand and official seal this the 9th day of December, 2008.

Notary Public Cassell, Chad

My Commission Expires 10/26/09

