

STATE OF ALABAMA
COUNTY OF LEE

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Bill English - Probate Judge
Lee County, AL

**DECLARATION OF PROTECTIVE COVENANTS
FOR
AUTUMN RIDGE SUBDIVISION
PHASE 1A and PHASE 1B**

KNOWN ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, DRI Arbor, LLC, is owner of certain lots and tracts of land located in Lee County, Alabama, more particularly described in Exhibit "A" attached hereto and made a part hereof by reference.

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

NOW THEREFORE, DRI Arbor, LLC does hereby proclaim, publish and declare that all of the said lots in said land (herein "Lot" or "Lots") are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following restrictions which shall run with the land and shall be binding upon DRI Arbor, LLC and upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such restrictions.

**ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION**

The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Development and are intended to create mutual and equitable servitude upon each of said lots in favor of each and all other lots therein, to create reciprocal rights between the respective owners of said lots; and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns.

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration shall be all that tract or parcel of land lying and being lots 1-19 and lots 175-178 of Autumn Ridge Subdivision, Phase 1A as shown on a plat of survey recorded at Deed Book 28, Page 160, Lee County, Alabama

Deed Records; and lots 20-45 and lots 125-146 of Autumn Ridge Subdivision Phase 1B as shown on a plat of survey recorded at Deed Book 29, Page 5 , Lee County, Alabama Deed Records.

Section 2. Additional Units of Autumn Ridge Subdivision. Additional units of Autumn Ridge or other related developments may become subject to this Declaration, and thereby the owners of such additional units shall become members of the Association, by recordation of additional declarations containing essentially the same substance as the instant indenture in the sole discretion of the Grantor, there expressly being no implication that any property now or hereafter owned by Developer or any person or entity associated with, or related to, Developer. Any subsequent Declarations of Protective Covenants and Restrictions shall interlock all rights of members to the Association to the end that all rights resulting to members of the Association shall be uniform as between all single family detached units of Autumn Ridge subdivision, except to the extent that subsequent additions may be more restricted than the original property described herein.

ARTICLE III **DEFINITIONS**

Unless the context otherwise specifies or requires, each term defined in Article III shall have the meaning herein respectively specified.

1. ASSOCIATION. The term shall mean and refer to the Association of all Owners established in accordance with the By-Laws and rules now or hereafter adopted by said Association, which rules, regulations and assessments shall be binding upon all Owners, Lessees, Licensees and Occupants. This association shall be formally known as Autumn Ridge of Auburn Homeowners' Association, Inc. (hereinafter referred to as the "Association").

2. BOARD. The term shall mean and refer to the Board of Directors of the Association.

3. BUILDING SETBACK LINE. The term shall mean and refer to an imaginary line or lines parallel to any property line specifying the closest point from any property line that a building structure may be located.

4. COMMITTEE. The term shall mean and refer to the Architectural Review Committee.

5. COMMON AREAS. The term shall mean and refer to those areas of land shown on any recorded plat of any property subject to this Declaration and intended to be devoted to common use and enjoyment of the Owners, Lessees, Licensees or Occupants of said property, and shall specifically include any and all areas shown on the subdivision plat as landscape easement areas, detention ponds, entrances to neighborhood, and any and all property now or hereafter deeded to the Association.

6. DECLARATION. The term shall mean and refer to this Declaration of Protective Covenants and Restrictions for Autumn Ridge Subdivision.

7. FILE. The term shall mean and refer to, with reference to any subdivision map and any plat of survey, the filing for record of said map or plat in the Office of the Probate Judge of Lee County, Alabama.

8. GRANTOR AND/OR DEVELOPER. The terms shall mean and refer to DRI ARBOR, LLC, and its successors and assigns.

9. IMPROVEMENTS. The term shall mean and refer to and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, outbuildings, water lines, sewers, cable, internet access lines, electrical and gas distribution facilities, loading areas, parking areas, walkways, wells, fences, hedges, mass plantings, entrance-ways, gates, signs and mailboxes,

10. LESSEE. The term shall mean and refer to the owner of a leasehold interest in a part or all of Autumn Ridge subdivision.

11. LICENSEE. The term shall mean and refer to any person or entity having any, right or rights in respect to real property in Autumn Ridge subdivision pursuant to a license granted by an Owner.

12. LIVING AREA. As used throughout this Declaration generally, the term "LIVING AREA" shall mean and refer to those heated and air conditioned areas which are completely finished as living area and which shall not include garages, carports, porches, patios, storage areas or basements.

13. MEMBER. The term shall mean and refer to all Owners who are members of the Association.

14. OCCUPANT. The term shall mean and refer to any person or entity who occupies a part of Autumn Ridge subdivision and is not an Owner, Lessee or Licensee.

15. OWNER. The term shall mean and refer to the holder of record fee title to all or part of Autumn Ridge subdivision.

16. RECORD OR RECORDED. The term shall mean and refer to, with respect to any document, the recordation of said document in the Office of the Judge of Probate, Lee County, Alabama.

17. SIGN. The term shall mean and refer to any structure and all parts thereof which are erected or used for advertising or display.

18. THE PROPERTY OR PROPERTIES. The term shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof.

ARTICLE IV

EXCLUSIVE RESIDENTIAL USE AND VARIANCES

SECTION 1. LAND USE AND BUILDING TYPE. All lots in the Subdivision shall be known and described as residential lots and shall be used for single family residential purposes exclusively, except that a lot may be used as a common area, pool, park, etc. When the construction of any building is once begun, work thereof shall proceed diligently and continuously until the full completion thereof.

Section 2. NUISANCES. No Owner, Lessee, Licensee or Occupant shall create a nuisance. No rubbish or debris of any kind shall be placed or permitted to accumulate on any real property and no odors shall be permitted to emanate so as to render any of said real property unsanitary, unsightly, offensive or detrimental to any property in the vicinity or to any Owner, Lessee, Licensee or Occupant thereof. No property shall be used in such a manner as to create a nuisance to others, such as, but not limited to, vibration, sound, electro-mechanical disturbance and radiation, electromagnetic disturbance, radiation, air or water pollution, dust or emission of odorous, toxic and non-toxic matters. The use of motorized all-terrain vehicles or go-carts within the Subdivision is expressly prohibited.

Section 3. PROPERTY MAINTENANCE, REPAIR OF BUILDINGS. All lots, whether occupied or unoccupied, and any buildings or other improvements placed thereon, shall at all times be maintained in accordance with all health, fire, police and governmental requirements and in such a manner as to prevent their becoming unsightly, i.e., by reason of unattractive growth or the accumulation of rubbish or debris thereon. No building or other improvement shall be permitted by its Owner, Lessee, Licensee or Occupant to fall into disrepair, and each such building or improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 4. RIGHT OF ENTRY. During reasonable hours and subject to reasonable security requirements, Grantor, its authorized representative and the Committee shall have the right to enter upon any lot and other improvement constructed thereon, for the purposes of ascertaining compliance with this Declaration. Any such entry shall constitute an authorized entry, and Grantor, its authorized representatives, and any member of the committee shall not be deemed guilty of trespass by reason thereof. In the event that said Owner, Lessee, Licensee Or Occupant fails to comply with any or all of these Protective Covenants within thirty (30) days after written notice thereof, Grantor, its authorized representatives and the Committee shall have the right, privilege and license to enter upon any lot or any portion thereof and make any and all corrections or improvements that may be reasonably necessary to comply with these Protective Covenants, all at the sole cost and reasonable expense of such Owner, Lessee, Licensee or Occupant. Such cost shall be paid by Owner, Lessee, Licensee or Occupant to the

Association within thirty (30) days after receipt of notice of the amount due. Any payment not made within said thirty (30) days shall become a lien upon such lot.

Section 5. VARIANCES. For so long as Grantor owns any lot or lots in Autumn Ridge, Grantor reserves and shall have the sole right to grant reasonable variances from the provisions of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein; provided, however, that said variances, in sole opinion of Grantor, shall not materially injure any of the property or improvements of adjacent property. No variance granted pursuant to the authority granted herein shall constitute a waiver of any provision of this Declaration as applied to any other person or real property. The rights granted herein may, in the discretion of the Grantor, be exercised by the Committee. Specifically, but not by way of limitation, variances may be granted as to building set back requirements so long as the set back, when varied, is not less than the set back required under the applicable building and zoning laws, or under any variance granted by the applicable governing authority.

ARTICLE V DEVELOPMENT STANDARDS

Section 1. Dwellings

(A). Approval. Prior written approval of the Committee is required before construction commences of any building, structure, fence, or other improvement on all lots and other portions of the properties.

(B) Construction. After commencement of construction of any building on, or any improvements to, any lot, the Owner, Lessee, Licensee Or Occupant so commencing such construction shall diligently prosecute the work thereon, to the end that the buildings and improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. The Owner, Lessee, Licensee or Occupant of any lot on which buildings or improvements are being constructed shall at all times keep all streets and rights-of-way contiguous to said lot free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of any buildings or improvements on such lot.

(C) Dwelling Size. The minimum square footage of the living area required for residential dwellings shall be 1400 square feet of heated area, exclusive of eaves, garages, overhangs and unenclosed porches and terraces. Only one, one and one-half, and two story houses, plus basement, may be constructed in the subdivision.

(D) Garages. Garages shall remain at least two-thirds closed during the night-time hours. The garages may not be enclosed or other wise converted into living space or for any other use other than for parking of vehicles, without the written approval of the Architectural Review Committee.

(E) Exterior Standards

1. The Architectural Review Committee shall have the right to establish specific requirements for the pitch of any roof and the type of roofing materials which may be utilized for a house constructed in the subdivision. No roofing that is white in color, in the sole opinion of the Committee, shall be used.

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

- a. Brick (as approved on individual basis)
- b. Stone – natural or synthetic
- c. Masonry Stucco
- d. Painted or stained wood, or composite siding including fiber cement siding
- e. Vinyl Siding (as approved on individual basis)

Paint colors must be approved by the Committee. Natural colored exteriors and light colors are preferred. Exceptions can be approved by the Committee.

3. No solar or other energy collection panel, equipment, or devise shall be installed or maintained on any lot or house, including, without limitation, the roof of any house if the same would be visible from any street. The Committee reserves the right to make exceptions to architectural guidelines in the event solar heating is to be used, such exceptions, to be made on a case by case basis, considering the design's compatibility with the neighborhood.

4. All exterior lighting for any house, including, without limitation, free standing lighting and utility (e.g., flood) lights attached to a house, must be approved by the Architectural Review Committee.

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

Section 2. General Provisions

(A) Oil and Mining Operations. No oil drilling or oil development operations of any kind shall be permitted upon or in any lot , nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil of natural gas shall be erected or maintained for any commercial purposes.

(B) Garbage and refuse disposal. No lot shall be used, maintained or allowed to become a dumping ground for scraps, litter, leaves, limbs, or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept

except in sanitary containers installed in such a manner to be acceptable to the Committee. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Committee as not to be visible from any road. The owner of each lot shall contract with the proper authorized agent in the City of Auburn for the collection of trash, refuse, and garbage or remove their own.

(C) Pets, Livestock and poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that other traditional household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and further provided that they are not allowed to wander or roam, about the neighborhood. There shall be a limit to no more than three (3) such household pets, i.e. dogs or cats. Such pets, when off of the owner's lot, shall be under leash or voice control of the owner or their agent. Such pets shall also not become a nuisance in any other manner whatsoever. Upon the filing of a complaint by an Owner or Occupant, the Homeowners Association shall have the final say as to whether a pet is a nuisance. Should the Homeowners Association determine that a pet is a nuisance, then the owner of the pet shall have a period of ten days to take such action as may be necessary to insure that the pet is no longer a nuisance, or get rid of the pet. Any Owner or the Homeowners Association shall have the right to enforce this provision as provided for the enforcement of any other provision of these Covenants and Restrictions. All pets must be kept inside between the hours of 8:00 p.m and 7:00 a.m. unless under the visual control of the owner.

(D) Fences. No fence of any kind shall be placed or constructed nearer to the front property line than the rear corner of the residence, and may be constructed only after approval as provided in Article VI hereof. Developer will provide specifications on the allowable fencing. The Architectural Review Committee may, in its discretion, require double-sided fencing where it deems such requirement to be appropriate.

(E) Temporary Structures. No structure of a temporary character, basement, tool or storage shed, barn or other outbuilding of any type shall be located on any lot or other land, unless approved in writing by the Committee. Boats, trailers or campers or other recreational vehicles shall be parked or stored within the garage; however, in no event shall such items or any other similar property be visible from the street which runs in front of the property. Provided further that, should any boat be stored within a permitted area on the property, then and in that event, it must be stored in wholly-enclosed structure with roofing and doors, which said structure, must be approved by the Architectural Review Committee.

(F) Utility Connections and Television Antennas. All dwelling connections for all utilities including, but not limited to, water, sewerage, electricity, telephone, radio, internet and television shall be underground from the proper connection points to the dwelling in such a manner to be acceptable to the governing utility authority. Installation in a manner other than as prescribed herein shall not be permitted except upon written approval of the Committee. Any satellite dish located within the subdivision shall be no more than eighteen inches (18) in diameter, and the specific location, screening, and

method of attachment must be approved by the Committee. Provided, however, that in no event may a satellite dish be located on the front of the house or property. No radio or television signals or any other form of electromagnetic radiation or transmission shall be permitted to originate from any lot or house which may interfere with the reception or radio or television signals within the subdivision. No radio antenna, television antenna, radio receiver, or other similar device or aerial shall be permitted to be installed on any lot or house, or on any other portion of the subdivision, unless the same is contained entirely within the interior of a building or other structure, is not visible from any street or adjacent lot or house, and is approved by the Architectural Review Committee.

(G) Signs Unless specifically approved by the Committee, no sign of any kind shall be displayed to the public view on any site except one sign of not more than six (6) square feet identifying the property prior to completion of the construction and/or advertising the property for sale. All signs must be approved in writing by the Committee and comply with City of Auburn ordinances. 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 sold.

Section 3. Landscaping.

(A) Maintenance. All landscaping shall be maintained in an attractive, sightly and well-kept condition. All maintenance shall be the responsibility of the Owner. In the event any Owner does not provide the required maintenance, the Association shall notify the Owner in writing by certified mail that said landscaping is not being properly maintained. If such maintenance is not affected by the Owner within thirty (30) days from such notification, the Association shall have the right (but not the obligation) through its agents or employees to enter upon the property for the purpose of maintaining, restoring or repairing said landscaping. The costs incurred by the Association in maintaining such landscaping, plus a twenty-five percent (25%) allowance for overhead, shall be born by the Owner and shall be paid on demand to the Association or such other persons or entities designated by such Association. Until paid, the cost incurred plus twenty-five percent (25%) overhead allowance shall become a lien upon such lot and the improvements thereon, which may be foreclosed as a materialmans lien made on real property. Within fifteen (15) days following any request from any Owner or Lessee, the Association shall certify in writing whether any amounts are due and owing pursuant to this paragraph with respect to the real property of any such Owner or the leasehold interest of such Lessee.

(B) Trees and Other Vegetation. No large trees of any kind measuring twelve (12) inches or more in diameter, at a height measured three (3) feet above the natural ground elevation shall be cut or removed from any lot without the express written approval of the Committee, unless located within ten (10) feet of the approved site for such building and/or driveway. Every effort shall be made to use accepted site planning techniques to retain existing vegetation. Natural areas shall be selectively thinned; excessive undergrowth and unhealthy specimens removed. Vines and spreading plant species shall be controlled. Existing drainage shall not be altered in any manner, and

specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent lot or lots.

Section 4. Parking.

(A) Compliance with law. Each Owner, Lessee, Licensee, or Occupant shall comply with all governmental requirements.

(B) Off-street parking. Each Owner, Lessee, Licensee, or Occupant shall provide adequate space and facilities for parking at least three (3) automobiles off of the street and within the boundaries of the lot. "Adequate space" shall be defined as having minimum dimensions of nine (9) feet in width and eighteen (18) feet in depth.

(C) Driveway, parking and sidewalks. All vehicles must be parked in the driveway or garage located on each lot. Vehicles may not, under any circumstance, be parked on any landscaped or natural areas of the lots. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way to be acceptable to the Committee. When installing drives at sidewalk locations, sidewalks must be cut back to the next joint and re-poured. Any sidewalk broken or cracked during construction must be cut to joint where broken or cracked section is located and re-poured. It shall be the responsibility of the builder or lot owner to notify Grantor of any broken or cracked sidewalks prior to purchase of any lot.

Section 5. Air Conditioning Compressors and Other Mechanical Equipment. In no event may window mounted heating or air conditioning units or window fans be permitted on any lot in the subdivision.

Section 6. Mail Boxes. No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspaper or magazines or similar material shall be erected or located on any building site unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved in writing by the Committee. The Committee shall not be required to approve more than one type for all lots in Autumn Ridge. The builder shall install an approved mailbox during the construction of the house on each lot. The only letter or numeric inscription permitted on the mailbox or post on which the mailbox is mounted, will be the street number assigned to that lot.

Section 7. Outdoor Furniture, Recreational Facilities, and Clotheslines.

(A) No furniture shall be placed, kept, installed, maintained, or located in or on the front or side yards or areas of any lot or house. Any furniture placed, kept, installed, maintained, or located at the rear of or behind a house shall, to the greatest extent practicable, be located so that the same shall not be visible from any street.

(B) Wood piles shall be located only at the rear of the lot, and shall be screened by appropriate landscaping from view from streets and, to the extent possible, from adjacent lots and houses.

(C) Children's toys, swing sets, jungle gyms, trampolines, and other outdoor and recreational equipment and appurtenances shall be allowed only at the rear of a house.

(D) Free standing playhouses and tree houses shall be permitted, but only after approval of same by the Architectural Review Committee.

(E) Basketball backboards shall be located in a location approved by the Architectural Review Committee.

(F) Outside clotheslines or other outside facilities for drying or airing clothes shall not be permitted.

(G) Barbeque grills or other types of outdoor cooking equipment and apparatus shall be located only at the rear of the lot and, to the extent practicable, shall not be visible from any street.

(H) Bird feeders, wood carvings, plaques and other types of home crafts shall not be permitted in the front yards of any lot or house, nor shall any of the foregoing items be attached to the front or side of any house. All bird feeders, wood carvings, plaques, and other types of home crafts shall be located to the rear of the house.

Section 8. Window Treatments/Coverings. All interior window treatments/coverings as viewed from the exterior shall be white or off-white in color.

Section 9. Tennis courts and swimming pools shall be permitted. Location of swimming pools and tennis courts and fencing for same shall be subject to approval of the Committee.

Section 10. Governmental Rules. As to any matter provided for herein that is governed or regulated by governmental rules and regulations, in the event said governmental rules and regulations are less restrictive than these Protective Covenants, said rules and regulations shall control.

ARTICLE VI ARCHITECTURAL REVIEW COMMITTEE AND REQUIREMENTS OF CONSTRUCTION

Section 1. The Committee. The Architectural Review Committee (sometimes referred to herein as the "Committee") shall initially be composed of Darby D. Pippin, Kelly D. Cain, and Alan G. Newman. A majority of the Committee may designate a representative to act for it. The members of the Committee shall not be entitled to any

compensation for services performed pursuant to the Protective Covenants. The Committee shall have the powers and duties enumerated herein. It may approve, disapprove or approve with modifications, any plans submitted in writing to the Committee. After Developer has sold all of the lots in Autumn Ridge subdivision which are subject to these Protective Covenants, including any additional areas annexed into the Subdivision or otherwise made subject to this Covenants, the Committee shall consist of three Owners who shall be designated by the Board of Directors of the Association.

Section 2. Submission of Plans. Before commencing the construction or alteration (including change of colors of exterior of home, etc.) of any and all buildings, enclosures, fences, or any other structures or permanent improvements on or to any lot, the Owner, Lessee, Licensee, or Occupant of any lot shall first submit two (2) complete sets of architectural and/or landscape plans to the Committee for its written approval, disapproval or approval with modifications as hereinafter provided. One set will be returned to the applicant.

Section 3. Approval; Content of Plans. No improvement shall be erected, placed, altered, maintained or permitted on any lot until plans have been submitted to and approved in writing by the Committee. Such plans shall include the following:

(A) Site Plan. A site plan, complete with dimensional locations of all proposed improvements, with all building setback lines shown, site grading and storm drainage plan;

(B) Landscape Plan. A landscape plan showing types, sizes and locations of all shrubs and ground covers to be planted, as well as all trees to be planted and trees which are proposed to be removed;

(C) Architectural Plan. Floor plans, elevation drawings of all exterior walls and roof plan; and;

(D) Description of Exterior. A description of all proposed exterior finishes, materials and colors, including those for walls, roofs, windows, doors, paving, fences, signs and exterior lighting fixtures. Samples and/or manufacture's identification data shall be supplied if requested by the Committee.

(E) Procedure for Submission. Such plans shall be submitted in writing over the signature of the Owner of the lot or his authorized agent and shall be accompanied by the request of such Owner or Agent for the approval of said plans.

Section 4. Basis for Approval. Approval shall be based, among other things, on adequacy of site dimensions, storm drainage considerations, conformity and harmony of external design with neighboring structures, improvements, operations and uses; relation of topography, grade and finished ground elevation of the site being improved to that existing or intended for neighboring sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans to the purpose and general plan and intent of the Protective Covenants. The Committee shall not arbitrarily or unreasonably withhold its approval of such plans.

Section 5. Failure to Approve: Deemed Approval. If the Committee fails to approve, disapprove, or approve with modifications, such plans within fifteen (15) days after the

same have been submitted in writing to it, it shall be conclusively presumed that it has approved said plans subject to compliance with the Protective Covenants contained herein.

ARTICLE VII
PRESERVATION OF VALUES OF THE PROPERTY
AND THE NATURAL ENVIRONMENT

Section 1. It shall be the express intent and purpose of these Protective Covenants to protect, maintain and enhance the natural environment as well as preserve the value of the property subject to these Protective Covenants. It shall be the further intent and purpose of these Protective Covenants to protect streams, lakes and water supplies, to maintain and enhance the conservation of natural and scenic resources, and to afford and enhance recreational opportunities.

Section 2. Pursuant to its overall program of environmental conservation and the promotion of natural beauty, the right is expressly reserved to the Association and to the Grantor, to designate natural areas and to develop and maintain, or require to be maintained, landscaped areas throughout the development, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the Common Areas. Specifically, but not by way of limitation, detention ponds are located on portions of Phase 1A lots 175-178 and Phase 1B lots 129-135. Developer reserves the right, to be exercised at any time, to convey said Detention Ponds or other natural areas to the Association. Until such time as any Common Area, Detention Pond, Greenspace, or Entrances are deeded to the Association, the Developer shall maintain the areas in accordance with these Protective Covenants.

Section 3. The Association and Grantor shall have the right to protect from erosion the land described as Common Areas by planting trees, plants and shrubs where and to the extent necessary or by such mechanical means as bulk heading or other means deemed expedient or necessary by said Association and Grantor. The right is likewise reserved to the Association and Grantor to take necessary steps, in its sole discretion, to provide adequate drainage ways, canals and access roads in Common Areas.

Section 4. Grantor reserves unto itself the right to go on, over and under the ground comprising the Common Areas to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, cable television or other public conveniences or utilities in said Common Areas. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any license of Grantor, but this reservation shall not be considered an obligation of Grantor to provide or maintain any such utility or service.

Section 5. No dumping, burning or disposal in any manner of trash, litter, garbage, sewage, woodlands or any unsightly or offensive material shall be permitted in or upon such Common Areas, except as is temporary and incidental to the bona fide improvement of the area. Fires of any kind shall be prohibited in all Common Areas except in designated and controlled areas as specified by the Association.

Section 6. Grantor expressly reserves to itself every reasonable use and enjoyment of said Common Areas in a manner not inconsistent with the provision of this Declaration.

Section 7. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on Grantor, that Grantor is not bound to make any of the improvements noted herein or extend to any Owner, Lessee, Licensee or Occupant any service of any kind. The Association shall, however, have the responsibility to maintain such areas as required herein and/or by governmental authorities.

Section 8. The Association shall also have the power to maintain signs, landscaping and other structures within the road rights-of-way.

Section 9. No building shall be placed nor any material or refuse be placed or stored on any lot within twenty (20) feet of the front or rear property line of any lot.

Section 10. Where Grantor is permitted by these Protective Covenants to correct, repair, clean, preserve, clear out, or to do any action on the restricted property, its failure to take such action shall not be deemed a breach of these Protective Covenants.

Section 11. In the event facilities are constructed upon the Common Areas, the Board may adopt rules and regulations governing the use and control of such facilities.

Section 12. Grantor hereby reserves and is hereby granted unto its successors and assigns, an easement for ingress and egress for the installation, repair and maintenance of drainage, sewer, water, electricity, gas, telephone, television systems, and similar facilities over, under, along and across all Common Areas.

ARTICLE VIII **EASEMENTS**

SECTION 1. DRI Arbor, LLC reserves for himself, his successors and assigns the right to use, dedicate and/or convey to the State of Alabama, to Lee County, City of Auburn, and/or to the appropriate utility company or other companies, rights-of-way or easements on, over or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cable television, conduits, storm sewers, sanitary sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, or other public conveniences or utilities on, in and over strips of land ten (10) feet in width along the fronts and rear property line of each lot and only five (5') feet in width along each side line of each lot.

SECTION 2. DRI Arbor, LLC, his successors, and assigns reserve the right to impose further restrictions and to grant or dedicate additional easements and roadway rights-of-way on any unsold lots in the subdivision.

SECTION 3. DRI Arbor, LLC, his successors, and assigns, reserve for themselves an exclusive easement for the installation or maintenance of radio and television cables within the rights-of-way and easement areas referred to.

SECTION 4. Each lot owner also agrees, by acceptance by a deed to a lot to assume, as against DRI Arbor, LLC, his successors, or assigns, all the risks and hazards of ownership or occupancy attended to such lot limited to its proximity to any waterway.

ARTICLE IX HOMEOWNERS ASSOCIATION

SECTION 1. Autumn Ridge of Auburn Homeowner's Association, Inc., a not for profit corporation, has been formed under the laws of the State of Alabama, and each person, partnership, corporation or other entity that purchases a lot in this Development is deemed to be and is a member of such Homeowner's Association and by acceptance of such deed obligates himself to all requirements, commitments, restrictions and obligations as set forth in the Articles of Incorporation and Bylaws of such Homeowner's Association. Each and every lot owner and future lot owner, by accepting a deed to a lot or lots in this Development agrees to pay to the Homeowner's Association in accordance with the terms of the Articles of Incorporation and the Bylaws. It is agreed that the regular and special assessments, together with interest and cost of collection, shall be charged on the land and constitute a continuing lien upon the lot against which the assessment is made, except that such lien shall be subordinate to recorded bona fide mortgages. Homeowner association dues will be \$300.00 per year based on a calendar year. Dues will not be payable until the Pool and Clubhouse Facility is completed.

The primary purpose of the HOA is to manage and fund improvements and maintenance to common areas set aside for the homeowners of DRI Arbor, LLC to use. A pool, pool house, with common area space will be constructed at the expense of DRI Arbor, LLC, for the common use of DRI Arbor, LLC lot owners. Additional land will be set aside for homeowner use which will include multiple wooded areas and possibly water features. A minimum of 8 acres, more or less, will be set aside for common area, nature areas, or parks.

ARTICLE X ENFORCEMENT

SECTION 1. In the event of a violation or a breach of any of these restrictions, or any amendment thereto by any property owner, or family of such owner, or agent of such owner; the owner(s) of lot(s), the Architectural Review Committee, Autumn Ridge of Auburn Homeowner's Association, Inc., or any other party to whose benefit these inure shall have the right to proceed at law in equity to compel compliance with the terms and

conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages or other dues, or take all such courses of action at the same time, or such legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to invoke an available remedy set forth herein shall be held to be a waiver of that party or an estoppels of that part or of any other part to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

SECTION 2. Each and every lot owner and future lot owners, in accepting a deed or contract for any lot or lots in the DRI Arbor LLC Development agrees to adhere to these Protective Covenants governing DRI Arbor, LLC Development. If said lot owner(s) does not adhere to said covenants and legal action is taken against the party in violation of said covenants, then the lot owner(s) in violation agrees to pay all attorney's fees and other associated costs incurred by other parties in pursuing legal action to remedy violation of these covenants. The Committee has the right to levy fines as they see fit, if violations occur that the Committee feels like has damaged the integrity of the development. These fines if not paid, shall become a lien on the property in violation, subordinate to 1st mortgages.

ARTICLE XI GRANTEE'S ACCEPTANCE AND INDEMNIFICATION AGREEMENT

SECTION 1. DRI Arbor, LLC or any member thereof (grantee) of any lot subject to the coverage of these restrictions, by acceptance of the deed of other instrument conveying an interest in or title to, or the execution of a contract for the purpose thereof, whether from DRI Arbor, LLC or a subsequent owner of such lot, shall accept such deed or other contract upon and subject to each and all of these restrictions and the agreements herein contained.

SECTION 2. Each and every lot owner and future lot owner, in accepting a deed or contract for any lot or lots in DRI Arbor, LLC Development, whether from DRI Arbor, LLC or a subsequent owner of such lot, agrees to indemnify and reimburse Autumn Ridge of Auburn Homeowner's Association, Inc. for any damage caused by such lot owner or the contractor, agent or employees of such lot owner, to roads, streets, gutters, walkways, or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer line, or sanitary sewer lines owned by DRI Arbor, LLC, the City of Auburn or for which either has the responsibility, at the time of such damage.

SECTION 3. Each and every lot owner and future lot owner, in accepting a deed or contract for any lot or lots in DRI Arbor, LLC Development, whether from DRI Arbor, LLC or a subsequent owner of such lot, agree and covenants to release subsequent owner of such lot, agrees and covenants to release, subsequent owner of such lot, agrees and covenants to release, indemnify, protect and hold harmless DRI Arbor, LLC and its members, their successors, and assigns and his agents, directors, and employees (from and against any and all claims and demands by such owner, any member of his or her family, their employees, agents, guests, invitees, licensees, contractors, and employees or

for damages to property and injury or death including, but not limited to DRI Arbor, LLC contributory negligence) which may arise out of or be caused directly or indirectly by such owner(s) lot or lots and/or the use of or construction on said lot or lots by said owner, any member of his or her family, their guests, agents, invitees, licensees, contractors, employees, subcontractors, or by any other person whomsoever. The indemnification by such other set forth above shall cover any and all expenses of DRI Arbor, LLC his successors, and assigns, including attorney's fees resulting from any claims or demands.

SECTION 4. Each and every lot owner and future lot owner, in accepting a deed or contract for any lot or lots in DRI Arbor, LLC Development, whether from DRI Arbor, LLC or a subsequent owner of such lot, agrees, in connection with the construction of any improvements on such lot or lots, to exercise due care and will comply with any and all governmental rules, regulations, codes, and ordinances relating to safety, so as to protect the safety and health of the public, and the safety and health of such owner, his or her family, and such contractor and its employees and subcontractors.

ARTICLE XII

TERMS AND MODIFICATION

These covenants and restrictions shall run with the land and can be changed, modified, amended, altered, or terminated only by a duly recorded written instrument, executed by DRI Arbor, LLC, his successors and assigns, until DRI Arbor, LLC has no further ownership and thereafter by and then recorded owners (including mortgages and other lien holders of record, if any) of sixty-six (66%) percent of the number of lots of this Development.

ARTICLE XIII

SEVERABILITY

SECTION 1. Each Restriction is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions. Invalidation by a court of any restriction in this instrument shall in no way affect any of the other restrictions which shall remain in full force and effect.

SECTION 2. DRI Arbor, LLC may include in any contract or deed hereinafter made or entered into, such modification and/or additions to these protective covenants and restrictions, which will by their nature raise the standards of the Subdivision.

ARTICLE XIV

CAPTIONS

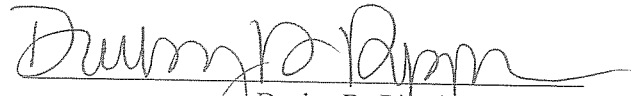

The captions preceding the various paragraphs and subparagraphs of these Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the

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

IN WITNESS WHEREOF, DRI Arbor, LLC, has caused these Restrictions to be properly executed and recorded in the Office of the Judge of Probate of Lee County, Alabama.

Date Executed: November 11, 2010 by:

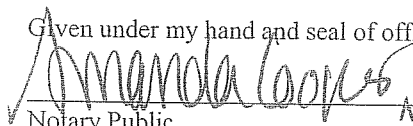
DRI Arbor, LLC, a Limited Liability Company


Darby D. Pippin, Member

Kelly D. Cain, Member

STATE OF GEORGIA
COUNTY OF ~~LEE~~ TROUP

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Darby D. Pippin, Member of DRI Arbor, LLC, whose name is signed to foregoing, and who is known to me, acknowledge before me on this day that, being informed of the contents, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office, this the 11th day of Nov., 2010.


Notary Public
My Commission Expires on September 30, 2011.

STATE OF GEORGIA
COUNTY OF TROUP

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Kelly D. Cain, Manager of DRI Arbor, LLC, whose name is signed to foregoing, and who is known to me, acknowledge before me on this day that, being informed of the contents, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office, this the 11th day of Nov., 2010.

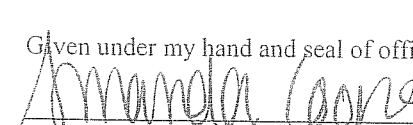

Notary Public
My Commission Expires on September 30, 2011.

EXHIBIT "A"

**AUTUMN RIDGE SUBDIVISION
PHASE 1A AND PHASE 1B**

The following described property situated in Lee County, Alabama, to-wit:

Lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 175, 176, 177 and 178 of Autumn Ridge Subdivision Phase 1A according to and as shown by plat of said subdivision as recorded in Town Plat Book 28, at Page 160, and lots numbered 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145 and 146 of Autumn Ridge Subdivision Phase 1B according to and as shown by plat of said subdivision of record in Town Plat book 29, Page 5, in the office of the Judge of Probate of Lee County, Alabama.

Book/Pg: 2372/393
Term/Cashier: SCAN3 / MW
Tran: 6910.117808.158586
Recorded: 11-12-2010 09:40:26
REC Recording Fee
Total Fees: \$ 59.00

59.00