

STATE OF ALABAMA
LEE COUNTY

DECLARATIONS OF COVENANTS, CONDITIONS
AND RESTRICTIONS

FOR

SHADOW WOOD ESTATES
Lee County, Alabama

THIS DECLARATION OF RESTRICTIONS is made this 20 day
of November, 2002, by Shadow Wood Estates, L.L.C.,
hereinafter referred to as the "Developer".

WITNESSETH:

WHEREAS, Developer is the Owner of approximately 100 acres,
more or less in Lee County, Alabama described in Article II, Section 1 of
this Declaration, and whereas Developer desires to restrict described
property in accordance with a common plan designed to preserve the value
and residential qualities of the properties.

NOW THEREFORE, Developer declares that Shadow Wood Estates,
as described in Article II, Section 1 herein shall be held, sold, conveyed or
encumbered, rented, used, occupied and improved subject to the following
Easements, Restrictions, Covenants and Conditions set forth below
expressly and exclusively for the use and benefit of the Dedicated Property

and of each and every person or entity who now or in the future owns any portion or portions of the Dedicated Property.

ARTICLE I

DEFINITIONS

SECTION 1. The following words when used in this Declaration or any supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) Accessory Building shall mean and refer to a subordinate building, the use of which is incidental to that of the Dwelling Unit, and located on the same Lot therewith.
- (b) Alterations shall mean or refer to change or rearrangement, as applied to a building or structure, in the structure parts or enlargement, whether by extending on the side or increasing by height.
- (c) Developer and Declarant shall mean Shadow Wood Estates, L.L.C., its successors or assigns.
- (d) Shadow Wood Estates shall mean the approximate 100 acres, more or less, of land now owned by Shadow Wood Estates, L.L.C. and more particularly described in Article II, Section 1 herein.
- (e) Improved Lot shall mean a lot which has been improved by construction of a dwelling unit in accordance with applicable restrictions.
- (f) Unimproved Lot shall mean a lot on which a dwelling unit has not been constructed.
- (g) Family shall mean one or more persons related by blood, marriage or adoption, occupying a Dwelling Unit and living as a single, non-profit housekeeping unit.

- (h) Floor Area shall mean the sum of the floor area for each of the several stories under one (1) roof measured from the interior limits of the structure.
- (i) The Properties shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration pursuant to Article II, Section 1.
- (j) Lot shall mean and refer to any plot of land designated by number and located in the recorded Plat of Shadow Wood Estates.
- (k) Dwelling Unit shall mean and refer to any portion of a detached building situated upon the Properties, designed and intended for use and occupancy as a residence by a single-family unit.
- (l) Owner shall mean and refer to a record Owner of the fee simple title to any Lot or Dwelling Unit situated in Shadow Wood Estates or upon the Lots and Lands included in any Subsequent Declaration. Owner shall mean any person who is the record owner of the fee simple title after sell by the developer for purposes of an amendment of a restrictive covenant.
- (m) Committee shall mean the Architectural Control Committee, or members of which shall be appointed by the Developer; or if the Developer agrees in writing to be appointed by the Owners. There shall be three (3) members at all times for the Committee. One member of the three shall be a member of the Clements family. Any decision made by the Committee shall be made by a majority vote.

ARTICLE II

SECTION 1. Shadow Wood Estates is approximately 100 acres, more or less, of lands situated in Lee County, Alabama now owned by Developer, described as follows:

A parcel of land lying in part in Section 10 and part in Section 11, all in Township 19 North, Range 25 East, Lee County, Alabama, said parcel being more particularly described as follows: to reach a point of beginning

commence at the Northwest corner of said Section 11, Township 17 North, Range 25 East; thence South 00 deg. 00' 00" East 80.00 feet to a point in the South line of Lee Road 072 (PROJECT SACP-4225B, 80 feet wide and designated as Station 462+10); said point being the point of beginning of the parcel of land herein described; thence from said POINT OF BEGINNING run North 85 deg. 54' 00" East, along the South line of said Lee Road 072 a distance of 466.00 feet to a found concrete monument at station 466+66; thence leaving said road and run South 02 deg. 51' 44" East, a distance of 626.34 feet to a found three quarter inch open top iron pipe (T. Richard Fuller); thence continue South 02 deg. 51' 44" East, a distance of 34.96 feet; to a point in the Northwesterly line of Lee Road 081 (prescriptive right-of-way); thence generally Southwesterly along the Northwesterly line of said road the following 11 courses: 1) South 53 deg. 09' 09" West, a distance of 337.11 feet; 2) thence South 55 deg. 02' 12" West, a distance of 780.45 feet; 3) thence South 63 deg. 00' 57" West a distance of 507.08 feet; 4) thence South 66 deg. 49' 11" West, a distance of 523.59 feet; 5) thence South 69 deg. 43' 51" West, a distance of 183.86 feet; 6) thence South 73 deg. 13' 29" West, a distance of 426.52 feet; 7) thence South 70 deg. 34' 20" West, a distance of 135.89 feet; 8) thence South 61 deg. 46' 21" West, a distance of 83.53 feet; 9) thence South 57 deg. 12' 47" West, a distance of 117.10 feet; 10) thence South 55 deg. 20' 52" West, a distance of 146.65 feet; 11) thence South 53 deg. 33' 39" West, a distance of 201.99 feet to a found three quarter inch rod; thence leaving Lee Road 081 and run North 03 deg. 14' 43" West, a distance of 2,066.10 feet to a found half inch rod in the South line of Lee Road 072; thence North 85 deg. 54' 00" East, along the South line of said road a distance of 2,632.60 feet to the Point of Beginning. Containing 100 acres, more or less.

ARTICLE III

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS

SECTION 1. Residential Building. All lots shall be used exclusively for residential purposes; no structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family detached dwelling not to exceed two and one-half (2 ½) stores in height and one (1) small one-story Accessory Building which may include a private garage. Detached structures will not be allowed in some areas

solely due to aesthetic reasons. No sleeping or living quarters will be permitted within any detached accessory structure.

SECTION 2. Location of Houses. The house shall be sited in such a way as to provide a minimum sideyard setback of fifteen (15) feet from the farthest projection of the house, usually the roof overhang. A single house may be constructed over the adjoining side lot line of two adjoining lots only if the lots are owned by one owner. In this case, the fifteen (15) feet sideyard setback shall be measured from the outermost side lot lines to the farthest projection of the house. This house placement (on two or more lots) eliminates the possibility that a second house could be constructed on any of the adjoining lots. The Developer reserves unto himself, his successors and assigns, the right to control absolutely and to decide solely the precise site and location of any house or dwelling or other structure on every Lot within the development; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Lot Owner to recommend a specific site. All septic field lines are required to be approved by the State of Alabama Department of Public Health and Lee County Department of Public Health.

SECTION 3. Minimum Square Footage of Building Lot and Improvements. No plans will be approved unless the proposed house will have the minimum required floor area of 2,000 square feet of enclosed dwelling space, finished for year-round dwelling purposes. The term enclosed dwelling area as used in these minimum size requirements shall mean the total enclosed area within a dwelling; provided, however, that such term does not include garages, greenhouses, atria, terraces, decks, open porches and like spaces; and provided, further expanded lean-to or dormer attic space and screened porches, even though attached to the house, are specifically excluded from the definition of the aforesaid term "enclosed dwelling area", regardless of whether the roof of such spaces forms an integral part of the roof line of the main dwelling or whether such spaces are located on the ground floor of a two-story dwelling.

Shadow Wood Estates shall be divided into Phase I and Phase II. All lots in Phase I shall be a minimum of three (3) acres. All lots in Phase I shall border Lee Road 72. The owners in Phase I lots shall have the right to have two (2) horses.

Phase II lots shall be a minimum of one (1) acre and the owners of Phase II lots shall not have the right to have horses unless the lot in Phase II is three (3) acres or more.

That the plat of the property of Shadow Wood Estates shall be filed with the Probate Judge of Lee County, Alabama and is incorporated by reference herein and made a part hereof these Restrictive Covenants.

SECTION 4. Minimum Standard of Construction. All construction will be done in conformance with the National Electrical Code, the Southern Standard Building Code, the requirements of the Alabama State Public Health Department, and all codes required by the City of Auburn, Alabama. Lots in Shadow Wood Estates shall be sold with the intent that the Purchaser construct a dwelling thereon. There is no minimum period of time within which construction must commence. Once construction of the Dwelling Unit is begun, however, the Dwelling Unit must be completed within twelve (12) calendar months from the date of beginning.

SECTION 5. Trees. No tree measuring eight (8) inches or more in diameter at ground level may be removed without the prior written approval of the Developer, unless said tree is located within ten (10) feet of the main Dwelling Unit or Accessory Building or within ten (10) feet of the site for such building or unless said tree is located within the limits of an approved driveway, dead or diseased.

SECTION 6. Temporary Structures. A structure of a temporary nature shall not be placed upon a Lot at any time with the exception of shelters used by the contractor during the construction of the Dwelling Unit. It is clearly understood that these temporary construction shelters may not at any time be used as residences or permitted to remain after the completion of construction.

SECTION 7. Trailers. No trailer, mobile home, or other similar outbuilding or structure shall be placed on any Lot either temporarily or permanently. Recreational vehicles are permitted to be parked on-site once the house is completed, in a location which must be first approved by the Architectural Control Committee.

SECTION 8. Storage Structures. Outside field storage tanks, or similar storage receptacles, not installed within the main Dwelling Unit or

within the Accessory Building, are required to be buried underground or to be screened from view by screen planting or fencing.

SECTION 9. Parking. Each Owner shall provide space for off-street parking for three (3) automobiles (minimum two hundred (200) square feet per space) prior to the occupancy of any Dwelling Unit constructed on his lot. Parking area is to be clearly designated on the site plan when submitted for review by the Developer. On street parking is not permitted. Boats and recreational vehicles should be kept parked in a neat manner in the designated parking area. Bright and obtrusive protective covers for boats and recreational vehicles and the like will not be allowed.

SECTION 10. Garbage Area. Each Lot Owner will be required to provide a screened storage area for garbage cans or bags.

SECTION 11. Utility Easements. The Developer reserves unto himself, his successors and assigns, a perpetual, alienable, and releasable easement right on the surface of, under and over the ground to erect, maintain and use electric and telephone poles, wire, cables, conduits, sewers, water mains, and other suitable equipment for conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in, or over the rear ten (10) feet of each Lot and five (5) feet along each side of each Lot and such other areas as are shown on the applicable Plat; provided, further, that the Developer may cut drainways for surface waters wherever or whenever such action may appear to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery's, make any gradings of the site, or to take any other similar actions reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, appearance and safety. The establishment of these easements is in no way to imply that all utilities will be installed by the Developer.

SECTION 12. Septic Tanks. The location of all septic tanks and appurtenances must be approved by the Lee County Public Health Department prior to installation. The septic tanks and accompanying facilities are to be installed and maintained according to the rules of the State of Alabama Public Health Department and the Lee County Public Health Department. Once the Developer grants approval of the preliminary plan for the residence, and prior to the initiation of construction of the Dwelling Unit,

the Owner or his representative must meet with the Lee County Health Officer to obtain approval of plans and the location of the septic tank and the drainfield lines. Prior to said initiation of construction of the Dwelling Unit, the Owner shall dig a sample drainfield line opening in the proposed location to determine the adequacy of the subsoil for such construction.

SECTION 13. Television Signal Receiving Devices (satellite T.V. dishes). Shall be subject to Architectural Committee approval.

SECTION 14. Entry. Whenever the Developer is permitted by these Covenants to correct, repair, clean, preserve, clear out, or take any action on the property of any Lot Owner, the Developer must first obtain the approval of the Committee and shall give written notice to the property Owner involved before entering the property. After such approval and notice, such entering the property and taking such actions shall not constitute a trespass on the part of the Developer.

SECTION 15. Unightly Conditions. 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 his respective Lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. This includes unkept stacks of firewood, etc.

SECTION 16. Offensive Activity. The firing or discharging of firearms is prohibited. The discharging or use of fireworks of any type is prohibited. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No Owner shall maintain any plants, animals, devices or things of any sort the normal activity or existence of which is in any way noxious, dangerous, unsightly, unpleasant, or of a nature to diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof. No livestock shall be permitted on any Lot, except each lot owner, whose lot is a minimum of three (3) acres, may have two horses. No barbwire fences shall be permitted.

SECTION 17. Signs. No commercial signs including "For Rent", "For Sale" and other similar signs shall be erected or maintained on any Lot except as may be required by legal proceedings.

SECTION 18. Subdivided Lots. Any two (2) or more Lots may be subdivided or replatted by either the Developer or other Owners provided such subdivision or other replatting is first approved by the Committee, and such subdivision or replatting must result in no Lot being smaller than originally platted. No Lot shall be subdivided or replatted without the approval of the Owner thereof and written approval of the Developer, which said approval may not be unreasonably withheld; however, in any event, no Lot may be built upon which contains less than one (1) acres.

SECTION 19. Residential Design Criteria.

(A) General. Pursuant to the provisions of the Protective Covenants for Shadow Wood Estates, as recorded in the Office of the Judge of Probate of Lee County, Alabama, the Committee has developed the following criteria to be used by the Committee in reviewing plans for proposed dwellings and structures in Shadow Wood Estates and further, to be used either in approving or disapproving such proposed plans.

(B) Design Criteria.

1. Design of the main Dwelling Unit:

- a. It is strongly recommended that all plans for residential construction be prepared by a qualified designer, preferably, a registered architect, Pre-designed "catalog" plans and "contractor designed" plans will be accepted for review provided they are complete and in sufficient detail to allow a full review by the Committee. No sketch plans nor any incomplete plans will be accepted for review by the Committee.

All revisions to the exterior of any plans, regardless of the state of construction, must be submitted to the Committee for review and approval prior to the implementation of such revisions. The Committee reserves the right to retain one (1) complete set of plans for each residence in its files.

- b. Rooflines shall be attractively designed to complement the character of the Lot and the development in general. It is recommended that a departure from the use of common asphalt or flat shingles be considered.
- c. Building materials shall be approved by the Committee.
- d. The house shall be designed and sited on the Lot so as to take maximum advantage of the topography, view, trees and other natural features which tend to enhance the overall appearance of the finished structure and property.
- e. Garages. Garages shall have doors. Garage doors shall be kept closed at all times except during ingress and egress. Garages shall be located on the side or rear of the home and the entrance to the garage shall not be in the front of the home facing the street or roadways.
- f. The Covenants require a minimum sideyard setback of fifteen (15) feet from the property line of the Lot, measured from the farthest projection of the structure, which in most cases is the overhang of the roof.

2. Fences and Accessory Structures:

- a. The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the Committee. The Committee shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any.

- b. The use of Accessory Buildings, in general, is discouraged, and will be subject to careful review by the Committee. Detached garages are acceptable only if their design enhances the overall design of the Dwelling Unit. Greenhouses, storage spaces and other such structures, if contemplated, should be incorporated into the design of the Dwelling Unit. Plans, specifications and siting of any Accessory Building shall be submitted to a reviewed by the Committee as stated in Section 22 of the Covenants. If approved the construction may begin. All Accessory Buildings will be required to meet all previously mentioned setback lines and building codes.

(C) Review and Inspection.

1. In addition to other restrictions contained herein, building plans will be subject to the following review procedures: Prior to the preparation of preliminary plans, the Owner or his architect, designer, contractor or other designated representative shall meet with the Committee to discuss design and construction requirements. On the basis of results of this meeting, the Owner may begin the design stage of his residence.
2. Final plans (or modifications of same if requested by the Committee) must be submitted to the Committee for review. Unless the Committee shall take formal action on the submitted plans (including modified plans) within thirty (30) days from the date of submission by the Owner, plans will be deemed accepted as submitted. The Committee may request modifications of the plans submitted and the Owners shall make such modifications in a timely manner. The Developer shall keep one (1) set of these approved plans in his possession.
3. As the final step in the review and approval process and prior to construction, the Committee will designate a

representative of the Developer to inspect siting after the house has been field staked and before tree removal and excavation are started. (At this stage, plans will have been formally reviewed and approved by the Committee. The Owner will then be notified in writing of such approval and construction may commence.) Inspection may also be made as work progresses to insure compliance with the approval. The second inspection will be required after the footings have been poured and before any additional construction has begun.

ARTICLE IV

GENERAL PROVISIONS

SECTION 1. Enforcement. The Committee, the Developer, or any Owners, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provision of this Declaration. Failure by the Committee or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions of these covenants, conditions and restrictions which shall remain in full force and effect.

SECTION 3. Amendment of Covenants, Conditions and Restrictions. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by an instrument signed by Owners of not less than seventy percent (70%) of the Lots in Shadow Wood Estates. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by Owners of not less than seventy percent (70%) of the Lots in Shadow Wood Estates. After said twenty-five (25) year period, this Declaration may be amended by an

instrument signed by not less than seventy percent (70%) of the Lot Owners of Shadow Wood Estates. No further consents shall be required from any other person to effect a valid amendment to this Declaration. Any amendment must be recorded. Owners shall be defined as those persons who have bought lots from the developer. However, this declaration may not be amended to change the square footage of the residence or to provide for commercial use of the property or to reduce the size of the lots as provided herein.


SECTION 4. Indemnity for Damages. Each and every Lot Owner and future Lot Owner, in accepting a deed or contract for any Lot subject to these Restrictions, agrees to indemnify Declarant for any damage caused by such Owner, to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines.


SECTION 5. No Reverter. No restriction herein is intended to be or shall be construed as a condition subsequent or as creating a possibility of reverter.

IN WITNESS WHEREOF, the undersigned OLIN C. DABBS and ALAN J. SWINDALL, SR., being the members of SHADOW WOOD ESTATES, L.L.C., have caused this Declaration to be executed by them as such members on this the 20 day of NOV, 2002.

SHADOW WOOD ESTATES,
L.L.C.

SHADOW WOOD ESTATES,
L.L.C.


OLIN C. DABBS, member


ALAN J. SWINDALL, SR.,
member

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that OLIN C. DABBS and ALAN J. SWINDALL, SR., whose names are signed to the foregoing instrument as members of SHADOW WOOD ESTATES, L.L.C., and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily as such members.

Given under my hand and seal this 20 day of November
2002.

Marcie R. L.

Notary Public

My Comm. Expires: 3/12/05

(SEAL)

This instrument prepared by:
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