

**TERMINATION AGREEMENT OF HAMILTON GABLES, A CONDOMINIUM, AND
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
HAMILTON GABLES SUBDIVISION**

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**THIS INSTRUMENT PREPARED BY:
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**TERMINATION AGREEMENT OF HAMILTON GABLES, A CONDOMINIUM,
AND DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
HAMILTON GABLES SUBDIVISION**

This Termination Agreement of Hamilton Gables, a Condominium, and Declaration of Covenants, Conditions, and Restrictions of Hamilton Gables Subdivision is made on or as of the 3rd day of November, 2009 by all of the owners of Units of Hamilton Gables, a Condominium, namely, which shall be collectively referred herein as the Declarant, being more particularly described as:

<u>NAME</u>	<u>ADDRESS</u>
Hamilton Gables, LLC, an Alabama limited liability company	3115 Alumni Lane Opelika, AL 36804
Mary E. Lawler, an unmarried woman	2010 Social Circle Opelika, AL 36804
Wendi H. Routhier, an unmarried woman	2114 Social Circle Opelika, AL 36804
Roberta J. Walton, an unmarried woman	2200 Social Circle Opelika, AL 36804
Joyce S. Baker, a married woman	3108 Alumni Lane Opelika, AL 36804
Edwin E. Baker, a married man	3108 Alumni Lane Opelika, AL 36804
Emily C. Smith, a married woman	3110 Alumni Lane Opelika, AL 36804
Richard D. Smith, a married man	3110 Alumni Lane Opelika, AL 36804
Priscilla L. Agerton, an unmarried woman	3112 Alumni Lane Opelika, AL 36804
Hector Trau, a married man	3118 Alumni Lane Opelika, AL 36804
Aida Trau, a married woman	3118 Alumni Lane Opelika, AL 36804
Allan C. Trau, a married man	3118 Alumni Lane Opelika, AL 36804
Pamela P. Trau, a married woman	3118 Alumni Lane Opelika, AL 36804

ARTICLE I
TERMINATION AGREEMENT OF HAMILTON GABLES,
A CONDOMINIUM

Recitals

A. Whereas, Hamilton Gables, a Condominium, was formed by the filing of that certain Declaration of Condominium of Hamilton Gables, a Condominium, which was filed at Condo Book 8004 at Page 514 in the Office of the Judge of Probate of Lee County, Alabama (the "Declaration of Condominium"); and

B. WHEREAS, all of the Owners, as that term is defined in the Declaration of Condominium, desire to terminate the Condominium, as that term is defined in the Declaration of Condominium, in accordance with the Declaration and pursuant to section 35-8A-218 Ala. Code (1975); and

C. WHEREAS, all of the Owners are executing this Termination Agreement to evidence such desire and consent to terminate the Condominium.

NOW THEREFORE, for TEN DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by each of the undersigned, as follows:

1. Agreement to Terminate. Each of the undersigned, representing 100% of the Unit Owners of the Condominium, hereby agree that, upon the recording of this Agreement, that the Condominium shall be terminated in accordance with section 35-8A-218, Ala. Code (1975).

2. Vacation of Condominium Plat. Each of the undersigned, in executing this document, hereby vacate any and all condominium plats which were filed as exhibits to the Declaration of Condominium, as amended. The result of said vacation shall be that all of the property which was dedicated to the condominium form of ownership under the Declaration of Condominium shall be as it was before the filing of said Declaration of Condominium, and any amendments thereto.

3. Hamilton Gables Subdivision. It is hereby agreed that all of the Property which was dedicated to the condominium form of ownership by the Declaration of Condominium is intended to be converted to a subdivision to be known as Hamilton Gables Subdivision.

4. Resulting Ownership. Upon the termination of the Condominium, it is hereby agreed by the undersigned that each shall convey to the other the property currently making up the others' Unit, which shall be referred to as a Lot of Hamilton Gables Subdivision, as shown by that Subdivision Plat of Hamilton Gables Subdivision, attached hereto as Exhibit "2". It is additionally agreed that all of property that is not currently a Unit shall be conveyed to Hamilton

Gables, LLC, as the Developer of Hamilton Gables Subdivision, for the further development of the Subdivision.

5. Date of Termination. The Condominium shall be terminated upon the filing of this document with the Judge of Probate of Lee County, Alabama.

6. Declarations of Covenants, Conditions and Restrictions of Hamilton Gables Subdivision. Upon the termination of the Condominium, the Covenants, Conditions, and Restrictions found in Article II below shall immediately attach to, and become a part of, the Property.

7. Agreement Void if not recorded by December 31, 2009. This Termination Agreement of Hamilton Gables, a Condominium, and Declaration of Covenants, Conditions, and Restrictions of Hamilton Gables Subdivision shall be void if it is not recorded in the Office of the Judge of Probate of Lee County, Alabama, on or before December 31, 2009.

ARTICLE II DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF HAMILTON GABLES SUBDIVISION

Recitals

WHEREAS, Hamilton Gables, LLC (hereinafter referred to as "Developer"), and Mary Lawler, Wendi Routhier, Roberta J. Walton, Joyce S. Baker, Edwin E. Baker, Emily C. Smith, Richard D. Smith, Priscilla Agerton, Hector Trau, Aida E. Trau, Allan C. Trau, and Pamela P. Trau (collectively Hamilton Gables, LLC, Mary Lawler, Wendi Routhier, Roberta J. Walton, Joyce S. Baker, Edwin E. Baker, Emily C. Smith, Richard D. Smith, Priscilla Agerton, Hector Trau, Aida E. Trau, Allan C. Trau, and Pamela P. Trau shall be referred to as "Declarant") are the owners of certain real property lying and situated in Opelika, Lee County, Alabama and more particularly described on Exhibit "1" (the "Property"); and

WHEREAS, the Declarant has terminated the previous condominium form of ownership of the Property as shown in Article I of this Termination Agreement of Hamilton Gables, a Condominium, and Declaration of Covenants, Conditions, and Restrictions of Hamilton Gables Subdivision, and desires to subject the Property and to impose upon said Property mutual and beneficial restrictions, covenants, terms, conditions and limitations (herein for convenience sometimes referred to as "Restrictions") for the benefit of all of the Property;

WHEREAS, Developer desires to subject the property to said Restrictions to promote the best interests of the Development.

NOW THEREFORE, Declarant does hereby proclaim, publish and declare that all of said Property is 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 Declarant, and upon all parties having or acquiring any right,

title or interest in and to the Property or any part or parts thereof subject to such restrictions. The restrictions contained herein shall apply to all of the Property.

SECTION 1

DEFINITIONS

1. "Additional Property" shall mean and refer to any real property and any improvements situated thereon lying adjacent to or in close proximity with the Property, which may be submitted to the provisions of this Declaration.
2. "Articles" and "Articles of Incorporation" mean the Articles of Incorporation of the Association which are incorporated herein by reference.
3. "Assessments" mean all charges, of whatever nature, levied by the Association against a Lot and its Owners, and includes:
 - (a) "Operating Assessments;"
 - (b) "Special Assessments for Capital Improvements;" and
 - (c) "Special Individual Lot Assessments," each of which is hereinafter defined in this Declaration.
4. "Association" means the Hamilton Gables Homeowners Association, Inc. (HOA), an Alabama nonprofit corporation or a successor organization of which all Lot owners shall be members.
5. "Board" and "Board of Directors" mean the elected body responsible for the management and operation of the Association as set forth in the Bylaws of the Association.
6. "Bylaws" mean the bylaws of the Association, which are incorporated herein by reference.
7. "Capital Improvements" shall mean those improvements on any portion of the Property which exceed in scope that type of improvement associated with the day-to-day affairs of the Development, and whose cost exceed Three Thousand and no/100 (\$3,000.00) Dollars.
8. "Common Areas" shall mean the land area and physical improvements lying within those portions of the Property which are designated for the common use and benefit of the Subdivision that are otherwise not identified as a particular lot on the Plat, and those items otherwise owned or managed by the Association.
9. "Declarant" means collectively all of the persons that own an interest in the Property, and as listed on Page 1 of this Termination Agreement of Hamilton Gables, a

Condominium, and Declaration of Covenants, Conditions and Restrictions of Hamilton Gables Subdivision.

10. "Declaration" means and refers to this Declaration of Covenants, Condition, and Restrictions, and all amendments thereto.
11. "Developer" means Hamilton Gables, LLC, an Alabama limited liability company.
12. "Development" means Hamilton Gables Subdivision.
13. "Director" and "Directors" mean that person or those persons serving, at the time pertinent, as a Director or Directors of the Association.
14. "Dwelling" with an initial capital letter, means and refers to the residential dwelling located on a Lot.
15. "Lot" shall mean and refer to any lots shown upon any recorded Plat of the Property, as defined herein and including any Additional Property which may be submitted to the terms hereof.
16. "Member" shall mean and refer to the record title owner, whether one or more Persons or entities, of the fee simple title to any Lot which is a part of the Property, but excluding those having such interest under a Mortgage or other security instrument by means of which title to the Lot is conveyed or encumbered to secure a debt. "Member" means Lot Owner.
17. "Mortgage" shall mean and refer to any contractual security instrument by means of which fee simple title to a Lot is conveyed or encumbered to secure a debt, including, but not limited to, mortgages, security deeds, loan deeds and deeds to secure a debt.
18. "Mortgagee" shall mean and refer to the holder of record of a Mortgage, whether it be one or more Persons or entities.
19. "Occupant" means a person lawfully residing in a Unit, regardless of whether or not that Person is a Unit Owner.
20. "Person" shall mean and refer to an individual, corporation, partnership, association, trust or any other legal entity.
21. "Plat" shall mean that certain map or plat of Hamilton Gables Subdivision, recorded in Plat Book 32 at Page 40, all in the Office of the Judge of Probate of Lee County, Alabama, together with any plat establishing a subdivision of Additional Property.
22. "Property" shall mean and refer to the real property described on Exhibit 1 attached hereto and incorporated herein, together with any Additional Property which may be made subject to this Declaration.

SECTION 2

PROPERTY SUBJECT TO THE DECLARATION

1. General Declaration. Declarant hereby declares that the Property is and shall be subject to the easements, covenants, conditions, restrictions, charges, liens, and regulations of this Declaration, and that Property, any part thereof and each Lot, Dwelling, and Common Area thereof shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon, and otherwise used, improved, and maintained subject to the terms of this Declaration, which easements, covenants, conditions, restrictions, charges, liens, and regulations shall run with the title to all lots of the Property and shall be binding upon and inure to the benefit of the Developer and upon all Owners and Occupants of the Property and any Lot, Dwelling, and Common Area therein.

2. Additional Property. Developer reserves the right, in its sole and absolute discretion, at any time and from time to time during the pendency of this Declaration, to add and submit any Additional Property to the provisions of this Declaration and, to the extent any of the Additional Property is specifically submitted to the terms and provisions of this Declaration by Developer, then any such Additional Property shall constitute part of the Property. Additional Property may be submitted to the provisions of this Declaration by an instrument executed by Developer in the manner required for the execution of deeds and recorded in the Probate Office of Lee County, Alabama, which instrument shall be deemed an amendment to this Declaration (which need not be consented to or approved by any Owner, Occupant, or Mortgagee of any Lot or Dwelling) and shall (a) refer to this Declaration stating the book and page number in the Probate Office of Lee County, Alabama, where this Declaration is recorded; (b) contain a statement that such Additional Property is conveyed subject to the provisions of this Declaration or only specified portions thereof; (c) contain an exact description of such Additional Property; and (d) state such other or different covenants, conditions, and restrictions as the Developer in its sole discretion, shall specify to regulate and control the use, occupancy, and improvement of such Additional Property. From and after the date on which an amendment to this Declaration is recorded in the Probate Office of Lee County, Alabama, submitting any Additional Property to the terms and provisions of this Declaration, the number of votes in the Association shall be increased by the number of Lots within the Additional Property which are added and submitted to the Declaration so that there shall continue to be one vote in the Association per Lot within the Development. In no event shall Developer be obligated to submit any Additional Property to the provisions of this Declaration or to impose any of the covenants, conditions, or restrictions set forth in the Declaration upon any real property owned by Developer situated adjacent to or in close proximity with the Development. Notwithstanding anything provided in this Declaration to the contrary, (1) the provisions of this Paragraph 2 may not be abrogated, modified, rescinded, supplemented, or amended, in whole or in part, without the prior written consent of Developer and (2) the rights reserved by Developer pursuant to this Paragraph 2 shall not be deemed to inure to the benefit of any transferee or purchaser of the Additional Property or any portion thereof, unless Developer, in its sole discretion, transfers and conveys to such transferee or purchaser the rights reserved herein by express reference to Paragraph 2 of this Declaration.

3. Mutuality of Benefit and Obligation. The provisions of this Declaration are made (a) for the mutual and reciprocal benefit of each Lot within the Property and are intended to create a mutual, equitable servitude upon and in favor of each Lot, (b) to create reciprocal rights and obligations between the respective Owners and all future and subsequent Owners of any Lot or Dwelling within the Development, and (c) to create a privity of contract and estate between the Owners, their respective heirs, successors, and assigns.

4. Development of Property. Developer shall have the right, but not the obligation, for so long as Developer owns any Lot in the Development, to make improvements and changes to all Common Areas and to all Lots or Dwellings owned by Developer, including without limitation, (i) installation and maintenance of any improvements in, on, or to the Common Areas, (ii) changes in the location of the boundaries of any Lots or Dwellings owned by Developer or any of the Common Areas, (iii) installation and maintenance of any water, sewer, and any other utility systems and facilities within the Common Areas, and (iv) installation of security and trash and refuse facilities.

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

SECTION 3

EASEMENTS

1. Grant of Nonexclusive Easements to Owners. Subject to the terms and conditions of this Declaration and the rules, regulations, fees, and charges from time to time established by the Board, each Owner and Occupant shall have a nonexclusive right, privilege, and easement of access to and the use and enjoyments of the Common Areas in common with Developer, its successors and assigns, and all other Owners and Occupants. The easement and right granted pursuant to this Section 3.1 are and shall be permanent and perpetual, are nonexclusive, are appurtenant to, and shall pass and run with title to each Lot.

2. Reservation of Easements With Respect to Common Areas.

(a) Easement upon Common Areas. Developer does hereby establish and reserve, for itself, the Association, and their respective agents, employees, representatives, invitees, heirs, successors, and assigns, a permanent and perpetual nonexclusive easement appurtenant over, across, under, through, and upon all of the Common Areas for the purpose of (i) construction of a dwelling and

other improvements in and to any Lots and Dwellings, (ii) installing, maintaining, repairing, and replacing any other improvements to the Property or to the Common Areas, and (iii) doing all other things reasonably necessary and proper in connection therewith; provided, however, that in no event shall Developer have any obligation to undertake any of the foregoing. In addition to the other rights and easements established and reserved herein and regardless of whether Developer continues to own a Lot within the Development, Developer hereby establishes and reserves for itself and its successors and assigns, a permanent and perpetual, nonexclusive easement to have access, ingress to, and egress from and the right and privilege to use and enjoy the Common Areas and all Improvements thereon for such purposes as Developer deems appropriate; provided, however, that Developer should not exercise such rights so as to unreasonably interfere with the rights of the Owners to use the Common Areas.

(b) Changes in Common Areas. Developer does hereby establish and reserve unto itself and its successors and assigns the permanent right to change, modify, and realign the boundaries of any of the Common Areas and any Lots or Dwellings owned by Developer. Developer further reserves the right, but shall not have any obligation, to convey by quitclaim deed to the Association at any time and from time to time any portion of the Property or any improvements thereon to be utilized as Common Areas, as Developer, in its sole discretion, may determine.

3. Reservation of Easement for Utilities. Developer does hereby establish and reserve for itself and the Association and their respective successors and assigns a permanent and perpetual nonexclusive easement appurtenant over, across, under, through, and upon all portions of the Common Areas and all Lots which are reasonably necessary for the purpose of installing, erecting, replacing, relocating, maintaining, and operating master television and/or cable systems, security and similar systems, and all utilities necessary or convenient for the use of any portion of the Development, including, without limitation, publicly or privately owned and operated electrical, gas, telephone, water, and sewer services, storm drains and sewers, drainage systems, retention ponds, basins and facilities, lines, pipes, conduits, equipment, machinery, and other apparatus and appurtenances necessary or otherwise reasonably required in order to provide any utility service to any portion of the Development. The easements established and reserved herein shall include the right to cut and remove trees, undergrowth, and shrubbery, to grade, excavate, or fill and to otherwise take all other action reasonably necessary to provide economical and safe installation, maintenance, repair, operation, and replacement of all such utility services and all the systems, equipment, and machinery used to provide the same. Notwithstanding anything provided in this Paragraph 3 to the contrary, (i) the utilization of any of the easements and rights established and reserved pursuant to this Paragraph 3 shall not unreasonably interfere with the use or occupancy of any Dwelling situated on any Lot and (ii) Developer shall use good faith efforts to attempt to cause any utility company or other supplier or provider of any service which may utilize any of the easements and rights reserved and established pursuant to this Paragraph 3 to take reasonable action to repair any damage caused by such utility company or other supplier or provider of such utility service during the exercise of any rights established and reserved herein.

4. Reservation of Maintenance Easement. Developer does hereby establish and reserve for itself and the Association and its agents, employees, successors, and assigns a permanent and perpetual right and easement to enter upon any Lot for the purpose of mowing,

removing, clearing, cutting, or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash so as to maintain reasonable standards of health, fire, safety, and appearance within the Development. Additionally, Developer does hereby establish and reserve for itself and the Association and its agents, employees, successors and assigns a permanent and perpetual right and easement to enter upon any Lot for the purpose of repairing or maintaining any portion of the Lot or the Dwelling located thereon as is required to be maintained or repaired by the Developer or Association.

5. Reservation of Environmental Easement. Developer does hereby establish and reserve for itself, the Association, and their respective agents, employees, successors, and assigns a permanent and perpetual right and easement on, over, across, and upon all Lots and all unimproved portions of any Dwellings for the purpose of taking any action necessary to effect compliance with any watershed, soil erosion, or environmental rules, regulations, and procedures from time to time promulgated or instituted by any Governmental Authorities or the Board. The easement and right established and reserved herein, shall include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to take any other action which may be required in order to satisfy the requirements of any Governmental Authorities. Except in case of an emergency situation or a perceived emergency situation, the exercise by Developer or the Association of the rights reserved in this Paragraph 5 shall not unreasonably interfere with the use or occupancy of any Dwelling situated on any Lot.

SECTION 4

PURPOSES; RESTRICTIONS

1. Purposes. This Declaration is being made to create covenants, conditions, restrictions and easements providing for, promoting, and preserving the values of Lots, Common Areas and Development as a whole, and the well being of Owners and Occupants; and to establish a Homeowners Association to administer the Property, to administer and enforce the covenants, conditions and restrictions hereinafter set forth, and to raise funds through Assessments to accomplish these purposes.

2. Restrictions. The Property shall be benefited by and subject to the following restrictions:

(a) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or any Common Area. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Dwelling, provided that: (i) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number, and type of such pets, and the right to levy enforcement charges against Persons who do not clean up after their pets; and (ii) the right of an Occupant to maintain an animal in a Dwelling shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Development, other Lots, or Occupants.

(b) Architectural Control. Except for improvements constructed by Developer or its designee during construction, no building, fence, wall, sign or other structure or improvement shall be commenced, erected or maintained upon the Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative or representatives, in its or their sole and unfettered discretion. Nothing visible to the exterior shall be permitted to be hung, placed, displayed or maintained unless approved, in writing, by the Board or its designated representative or representatives, in its or their sole and unfettered discretion, or unless the same is authorized by existing rule or regulation adopted by the Board. Notwithstanding any repair or maintenance provision contained herein to the contrary, the Board may require, as a condition to approval, that the responsibility for repairing and maintaining the addition or improvement shall be the responsibility of the requesting Owner and all future Owners of that Lot or Dwelling.

(c) Common Area Uses. The Common Areas shall be used in common by Owners and Occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, reasonably suited and capable. Unless expressly provided otherwise herein, no Common Area shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Owners and Occupants.

(d) Construction in Easements. No structure, planting or other material shall be placed or permitted to remain within the reserved easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(e) Conveyances. Each Lot shall be conveyed or transferred (voluntarily or involuntarily) as a separately designated and legally described fee simple estate subject to the terms, conditions and provisions hereof. To enable the Association to maintain accurate records of the names and addresses of Owners, each Owner agrees to notify the Association, in writing, within five days after an interest in that Owner's Lot has been transferred to another Person.

(f) Discrimination/Handicapped Accommodation. No action shall at any time be taken by the Association or its Board, which in any manner would discriminate against any Owner in favor of another. In addition, notwithstanding any provision hereof, or any rule or regulation, the Board shall make reasonable accommodation if necessary to afford a handicapped Person equal opportunity to use and enjoy the Property, provided, that

nothing contained herein shall be construed to mean or imply that any such accommodation be at the cost of the Association.

(g) Offensive Activities. No noxious or offensive activity or abusive or harassing behavior, or any form of intimidation or aggression, either verbal or physical, shall be engaged in or carried on in any Lot or Dwelling, or upon the Common Areas, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonably annoy or disturb or cause embarrassment or discomfort to any Owner or Occupant, or which might intimidate or interfere with the activities of any Owner or Occupant or representative of the Association or its managing agent, or their licensees or invitees. No activity shall be carried on within the Development, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the Development or detract from its value as an attractive residential community. Habitually barking, howling or yelping dogs shall be deemed a nuisance.

(h) Renting and Leasing. The Property is intended for single family residential purposes, with no more than one unrelated owner or occupant residing in an individual Dwelling. No Dwelling or part thereof shall be rented or used for transient purposes, which would involve a lease for less than a 6 month term. No lease may be of less than an entire Dwelling (i.e. Owner is not permitted to lease a room in the Dwelling). Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of this Declaration and lawful rules and regulations shall be a default under the lease. Prior to the commencement of the term of a lease, the Owner shall notify the Board, in writing, the name or names of the tenant or tenants, and all Occupants, and the time during which the lease term shall be in effect.

(i) Rules and Regulations. In addition to adopting and enforcing rules and regulations in the instances specifically herein mentioned, the Board may, from time to time, adopt and enforce such further reasonable rules and regulations as it deems necessary or desirable to promote harmony, to serve the best interests of the Owners, as a whole, and the Association, and to protect and preserve the nature of the Development and the Property. A copy of all rules and regulations shall be furnished by the Board to the Owners at least 14 days prior to the time when the same shall become effective.

(j) Signs; Commercial Devices. No sign, insignia, display, device, or form of external evidence of commercial advertising or use, of any kind, shall be displayed to the public view on the Property or on anything on the Property, except: (i) on the Common Areas, signs regarding and regulating the use of the Common Areas, provided they are approved by the Board; (ii) on the interior side of the window of a Dwelling, one professionally prepared sign not in excess of nine square feet in size, advertising the Lot for sale or rent; and (iii) on the Common Areas and model Dwelling, signs advertising the sale and/or rental of Dwellings by Developer during the period of its sale and rental of Dwellings shall be permitted, provided, if these limitations on use of signs, or any part thereof, are

determined to be unlawful, only the signs described in subitem (ii), above, shall be permitted after Developer's period of sales and rental of Dwellings.

(k) Structural Integrity. Nothing shall be done in any Dwelling, or in, on or to the Common Areas, which may impair the structural integrity of any improvement.

(l) Residential Uses. Except as otherwise specifically provided in this Declaration, no Lot shall be used for any purpose other than that of a single family residence. Occupancy shall be restricted to no more than one unrelated family member. Notwithstanding the foregoing, it shall be permissible for Developer to maintain, during the period of its sale or rental of Lots or Dwellings, one or more Lots or Dwellings, whether hereby made a part of the Development, or added hereafter, as sales and rental models and offices, and for storage and maintenance purposes, and one or more of such Lots or Dwellings or a portion thereof may be maintained for the use of the Association in fulfilling its responsibilities.

(m) Vehicles. The Board may promulgate rules and regulations limiting, restricting, or prohibiting the parking of automobiles, vans, buses, inoperable vehicles, trucks, trailers, boats and recreational vehicles on the Common Areas, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other lawful actions as the Board, in its sole discretion, deems appropriate.

(n) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except interior inoffensive drapes, curtains, or louvered blinds) or placed on the outside walls of a building or otherwise outside of a Dwelling, or any part thereof, and no awning, canopy, shutter or television or radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior of any door or window, or in, on, or over a patio, porch or balcony, visible to the exterior, unless authorized by the Board or required by applicable law to be permitted, but, in such case, subject to such lawful rules and regulations as the Board may adopt from time to time.

SECTION 5

IMPROVEMENT DESCRIPTIONS

1. **Dwellings**. The Dwellings shall be of European Country style, ranch type. There are no basements. The principal materials of which the Dwellings shall be constructed are wood, glass, concrete, cultured stone or brick, fiberglass shingle, and/or drywall.

2. **Other**. Each Dwelling shall have an attached two car garage, a private exterior entrance, an exterior parking area immediately in front of the Dwelling's attached garage, and either an attached enclosed veranda or a contiguous concrete patio area, partially fenced. The Development also contains an outdoor swimming pool and a clubhouse built of similar architectural style and similar materials as the Dwellings.

SECTION 6

COMMON AREAS

1. Common Areas - Description. All of the Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or on any future subdivision plat as a part of a Lot shall be Common Areas. The Developer shall have the right to convey any of the Common Areas to the Association at any time during this Development.

Such Common Areas and facilities will include the following:

- (a) The driveways, walkways and other means of ingress and egress to the Development and all signage located thereon.
- (b) The mechanical systems and installations providing service to a Dwelling, such as electrical power, water, heating and air conditioning, sanitary and storm sewer facilities, and including all lines, pipes, ducts, flues, chutes, conduits, cables, wires and all other apparatus and installations in connection therewith, whether located in the Common Areas or the Lot, except when situated entirely within a Lot for service only of that Dwelling.
- (c) Lawn areas and landscaping, and sidewalks forming part of the Property, and all area, outdoor and exterior lights not metered to individual Dwellings.
- (d) The Clubhouse, pool, and related facilities shown on the Subdivision Plat attached hereto as Exhibit 2, as may be amended from time to time, and made a part hereof.
- (e) All other parts of the Property existing for the common use or necessity of the existence, maintenance and safety of the Development; and

SECTION 7

ASSOCIATION

1. Establishment of Association. The Declarant does hereby declare that the affairs of the Development shall be governed or controlled by the Association, which shall have the powers, rights, duties and obligations as set forth in this Declaration.

2. Membership. Membership in the Association shall be limited to the Lot Owners, and every Person who is or becomes a record Owner of a fee simple interest in a Lot is a Lot Owner and shall be a Member. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and transfer of a Lot shall automatically transfer membership to the transferee.

3. **Voting Rights.** Voting rights of Members are as set forth in the Articles and Bylaws.

4. **Board of Directors.** The number and composition, and the authority, rights and responsibilities, of the Board of Directors shall be as provided in the Articles and Bylaws, provided that no member of the Board need be a Lot Owner, but shall meet the qualifications set forth in the Articles and Bylaws. For so long as the Developer owns a Lot in the Subdivision, the Developer shall have the right to appoint the Board.

5. **Security.** The Association may, from time to time, provide measures of security on or with respect to the Property and/or its Owners, Occupants, invitees and licensees. However, the Association is not and shall not be deemed to be a provider of security, shall have no duty to provide any security on the Property or with respect to its Owners, Occupants, invitees or licensees, and shall not be held liable for any loss, cost, or damage arising by failure of the Association to provide security or the effectiveness of security measures it undertakes, if any. The obligation to provide security lies solely with each Owner and Occupant individually.

SECTION 8

AGENT FOR SERVICE

The name of the Person to receive service of process for the Association, the Association's "Registered Agent", and that Person's place of business, which is in the State of Alabama, is:

Terry Baker
3115 Alumni Lane
Opelika, AL 36804

In the event this Person for any reason ceases to be registered with the Secretary of State of Alabama as registered agent for the Association, the Person so registered with the Secretary of State of Alabama shall be the Person to receive service of process for the Association.

SECTION 9

MAINTENANCE AND REPAIR

1. **Association Responsibility.** The Association, to the extent and at such times as the Board, in its exercise of business judgment, determines to allocate funds therefor, shall maintain, repair and replace all improvements constituting a part of the Common Areas, and including but not limited to items serving more than one Lot, utility lines in the Common Areas, lawns, shrubs, trees, walkways, drives, parking areas, fireplace stacks, roofs, liners and chimneys, and the structural portions and exterior portions of all buildings and Dwellings, as well as improvements which are a part of the Common Areas, and that do not constitute part of a Lot. Except to the

extent, if any, that a loss is covered by insurance maintained by the Association, and then only to the extent the net proceeds, after deductibles, are available for that purpose, the Association shall not have the responsibility to pay the cost of repair or maintenance of any Dwelling, or component thereof, or repair, maintenance or replacement of personal property within a Dwelling, or improvements made by Owners hereafter. The Association shall be responsible to provide complete landscape maintenance and upkeep, including mowing, edging, leaf removal, fertilization, weed control, pruning, master irrigation system, accent lighting and seasonal flower plantings.

2. Individual Responsibility. To the extent not provided by the Association, each Owner shall repair and maintain the Lot and Dwelling, and all components thereof, owned by that Owner, and improvements made by Owners hereafter, and perform cleaning and housekeeping with respect to the Lot. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a Owner shall include repair, maintenance and replacement of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefor. In the event an Owner shall fail to make a repair or perform maintenance required of that Owner, or in the event the need for maintenance or repair of any part of any Lot or Dwelling or part of any of the Common Areas is caused by the negligent or intentional act of any Owner or Occupant, or is as a result of the failure of any Owner or that Owner's predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost thereof shall constitute a special individual Lot Assessment, on the Lot owned by that Owner and on that Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

SECTION 10

UTILITY SERVICES

Each Owner, by acceptance of a deed to a Lot, agrees to pay for utility services separately metered or separately charged by the utility company to that Lot or Dwelling, and to reimburse the Association for that Owner's Lot's share of any utility cost that the Board, or its designee, reasonably determines is attributable to use by that Owner's Lot or Dwelling. All other utility costs shall be Common Expenses and paid by the Association.

SECTION 11

INSURANCE; LOSSES

1. Special Broad Form Casualty Insurance. The Board shall have the authority to and shall obtain insurance for all buildings, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common Areas, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against under "special form" policies, or, if not available, or not available at competitive rates, a policy that includes the "broad form" covered causes of loss, in amounts at all times sufficient to

prevent the Owners from becoming co-insurers under the terms of any applicable coinsurance clause or provision and not less than one hundred percent (100%) of the current insurable replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage). This insurance shall also:

- (a) provide for coverage of interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Dwellings;
- (b) provide coverage for built-in or installed improvements, fixtures and equipment that are part of a Dwelling;
- (c) have (i) an agreed amount and inflation guard endorsement, when that can be obtained, (ii) building ordinance or law endorsement, if any building, zoning, or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, providing for contingent liability from the operation of building laws, demolition costs, and increased costs of construction; and (iii) when applicable, a steam boiler and machinery coverage endorsement, which provides that the insurer's minimum liability per accident at least equals the lesser of two million dollars or the insurable value of the building or buildings housing the boiler or machinery (or a separate stand-alone boiler and machinery coverage policy);
- (d) provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on a Lot and its appurtenant interests superior to a first mortgage;
- (e) be written in the name of the Association for the use and benefit of the Owners, or its authorized representative, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Owners;
- (f) contain or have attached the standard mortgagee clause commonly accepted by institutional first mortgage holders, insurers, and guarantors, which (i) must provide that the carrier shall notify the named insured and each first mortgagee named in the mortgage clause at least ten days in advance of the effective date of any reduction in, cancellation of, or substantial change in the policy, and (ii) must be endorsed to provide that any loss shall be paid to the Association (or its insurance trustee), as a trustee for each Lot Owner and each such Lot Owner's mortgagee, and, unless otherwise prohibited by a nationally recognized institutional first mortgage holder, insurer, or guarantor, to the holders of first mortgages on Lots;
- (g) have a deductible amount no greater than the lesser of ten thousand dollars or one percent of the policy face amount;
- (h) be paid for by the Association, as a common expense;

(i) contain a waiver of the transfer of recovery rights by the carrier against the Association, its officers and Directors, and all Owners;

(j) provide that the insurance shall not be prejudiced by any acts or omissions of individual Owners who are not under the control of the Association; and

(k) be primary, even if a Owner has other insurance that covers the same loss.

2. Liability Insurance. The Association shall obtain and maintain, at the Association's cost and as a common expense, a policy of commercial/general liability insurance covering all of the Common Areas, public ways and any other areas under the Association's supervision, and Lots, if any, owned by the Association, even if leased to others, insuring the Association, the Directors, and the Lot Owners and Occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by institutional first mortgage holders, insurers, and guarantors for projects similar in construction, location and use, and (b) one million dollars arising out of a single occurrence. This insurance shall contain a "severability of interest" provision, or, if it does not, an endorsement which shall preclude the insurer from denying the claim of a Lot Owner because of negligent acts of the Association, the Board, Lot Owners or Occupants, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons resulting from the operation, maintenance or use of the Common Areas, and legal liability arising out of lawsuits related to employment contracts in which the Association is a party. Each such policy must provide that it may not be canceled or substantially modified, by any party, without at least ten days' prior written notice to the Association and to each holder of a first mortgage on a Unit.

3. Fidelity Coverage. From and after such time as Developer no longer controls the Association, the Board shall obtain, or cause to be obtained, and maintain, a fidelity bond or policy providing coverage for the Association against dishonest acts on the part of Directors, managers, trustees, employees, agents, and volunteers responsible for or handling funds belonging to or administered by the Association. The fidelity bond or policy shall name the Association as the named insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of (a) an amount equal to the Association's reserve funds plus three months' Assessments on all Lots, and (b) the maximum amount that will be in the custody of the Association or its managing agent at any time while the bond or policy is in force. In connection with such coverage, an appropriate endorsement to the bond or policy to cover any persons who serve without compensation shall be added if the bond or policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten days' prior written notice to the Association, and any insurance trustee, and any servicer on behalf of any holder, guarantor or insurer of any mortgage on a Lot who requires such rights. Any management agent who handles funds of the Association shall maintain a fidelity bond or policy providing coverage of no less than that required of the Association, which bond or policy names the Association as an additional obligee or obligee.

4. Hazard Insurance Carrier. Each policy of hazard insurance obtained pursuant hereto shall be obtained from an insurance company authorized to write such insurance in the

State of Alabama which has a "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's *Insurance Reports*, an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's *Insurance Reports—International Edition*, an "A" or better rating in Demotech's *Hazard Insurance Financial Stability Ratings*, a "BBBq" qualified solvency ratio or a "BBB" or better claims-paying ability rating in Standard and Poor's *Insurer Solvency Review*, or a "BBB" or better claims-paying ability rating in Standard and Poor's *International Confidential Rating Service*. Insurance issued by a carrier that does not meet the foregoing rating requirements will be acceptable if the carrier is covered by reinsurance with a company that meets either one of the A.M. Best general policyholder's ratings or one of the Standard and Poor's claims-paying ability ratings mentioned above.

5. Other Association Insurance. In addition, the Board may purchase and maintain, at the Association's cost and as a common expense, contractual liability insurance, Directors' and officers' liability insurance, and such other insurance as the Board may determine.

6. Insurance Representative; Power of Attorney. There may be named under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Lot Owner, by acceptance of a deed to a Lot, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Lot Owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Lot Owner, and their respective first mortgage holders, and the Association, and the Subdivision, runs with the land, and is coupled with an interest.

7. Lot Owners' Insurance. Any Lot Owner or Occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Owner or Occupant may determine, subject to the provisions hereof, and provided that no Lot Owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Owner who acquired or whose Occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Owner or Occupant may obtain insurance against liability for events occurring within a Lot, losses with respect to personal property and furnishings, and losses to improvements owned by the Owner or Occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Owner with respect to improvements within the Lot shall be limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments". All such insurance separately carried

shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Directors, and all other Lot Owners and Occupants.

8. Sufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be used in payment therefor.

9. Insufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Lot Owners and Eligible Mortgagees if they are entitled to do so pursuant to the provisions of this Declaration, shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Areas so damaged or destroyed at the equal expense (to the extent not covered by insurance) of all Lot Owners. Should any Lot Owner refuse or fail after reasonable notice to pay that Lot Owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Lot of such Lot Owner and that Assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of Assessments.

10. Lender Requirements. Notwithstanding the foregoing provisions of this Article, the Association shall at all times maintain hazard insurance, liability insurance, and fidelity insurance coverage conforming with the requirements then governing the making of a first mortgage loan, or the purchase, guaranty, or insurance of first mortgages, by national institutional lenders, guarantors or insurers of first mortgage loans on subdivision lots.

SECTION 12

CONDEMNATION

1. Standing. Except as hereinafter provided, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Common Areas, and shall have the sole and exclusive right to settle losses with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that an Owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential losses, that Owner may, at that Owner's election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof,

neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, or any other Owner, or the direct loss with respect to the Lot itself, or with regard to the usability thereof, nor diminishes any award for any such loss.

2. Use of Proceeds. The award or proceeds of settlement in any actual or threatened condemnation or eminent domain proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged or taken improvements on the remaining Property.

3. Insufficient Proceeds. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed equally among the Lots. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, may be allocated and disbursed to the Owners, and their first mortgagees, as their interests may appear, or, at the discretion of the Board, be retained by the Association.

SECTION 13

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

1. Easements of Enjoyment; Limitations. Every Owner shall have a right and easement of enjoyment in, over and upon the Common Areas and an unrestricted right of access to and from that Owner's Lot, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Areas, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Lot, or any part thereof, or to that Lot's parking facilities. Each Owner shall be deemed to have delegated that Owner's right of enjoyment to the Common Areas and to ingress and egress to the Occupants of that Owner's Lot.

2. Easements for Encroachments. Each Lot and the Common Areas shall be subject to and benefited by easements for encroachments on or by any other Lot and upon the Common Areas created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, repair, shifting, settlement, or other movement of any portion of the improvements.

3. Easements Reserved to Developer. Non-exclusive easements are hereby reserved to Developer, its successors and assigns, over and upon the Lots and Common Areas as follows:

(a) to access to and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available;

(b) for the periods provided for warranties hereunder or by law, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Lot or Dwelling purchasers;

(c) for the initial sales and rental period, to maintain and utilize one or more Lots or Dwellings and appurtenances thereto, and/or a portion or portions of the Common Areas for sales and management offices and for storage and maintenance, and model Dwellings, parking areas for sales and rental purposes, and advertising signs;

(d) for so long as Developer, its successors and assigns, have the right to expand the Development, to extend utility lines from the Common Areas onto the Additional Property, and thereafter to service the same; and

(e) unless and until, if ever, the Development has been expanded to encompass all of the Additional Property, to Owners and Occupants of all or any part of the Additional Property, for pedestrian and vehicular access over the streets and walkways that may from time to time be a part of the Property, for ingress to and egress from the Additional Property, and each part thereof, and a public street, and to extend the same onto the Additional Property. In this connection, the Association, at all times, shall maintain an unimpeded route of vehicular and pedestrian ingress and egress over and upon the Property to and from the Additional Property and a public street.

The rights and easements reserved pursuant to the provisions of this section shall be exercised and utilized, as the case may be, in a reasonable manner, and in such way as not to unreasonably interfere with the operation of the Association and the rights of Owners and Occupants of the Lots or Dwellings.

4. Easements for Proper Operations. Easements to the Association shall exist upon, over and under all of the Property for ingress to and egress from, and the installation, replacing, repairing and maintaining of, all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, master television antennas and cable television, and the road system, all walkways and all landscaping, and for all other purposes necessary for the proper operation of the Property. By these easements it shall be expressly permissible for the Association to grant to the appropriate public authorities and/or the providing companies and contractors permission to construct and maintain the necessary appurtenances and improvements on, above, across and under the Property, so long as such appurtenances and improvements do not unreasonably interfere with the use and enjoyment of the Property. Should any public authority or other company furnishing a service request a specific easement, permit, or license, the Board shall have the right to grant such easement, permit, or license without conflicting with the terms hereof. In addition, in the event the Board determines that the grant of easement rights to others is in the best interests of the Association, the Association shall have the right to grant the same, provided that use of the same would not, in the sole judgment of the Board, unreasonably interfere with the use and enjoyment of the Property by Owners and Occupants.

5. Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Property contributing to the support of another building, utility line or improvement on another portion of the Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Property.

6. Easement for Services. Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, delivery men, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Areas in the performance of their duties, subject to such reasonable rules and regulations as the Board may establish from time to time.

7. Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, over, upon and through all of the Property, including each Lot, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Property. In the event of an emergency, the Association's right of entry to a Lot may be exercised without notice; otherwise, the Association shall give the Owners or Occupants of a Lot no less than twenty-four hours advance notice prior to entering a Lot.

8. General. Unless specifically limited herein otherwise, the foregoing easements shall run with the land and pass with the title to the benefited properties, shall be appurtenant to the properties benefited thereby, shall be enforceable by the Owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or constitute an intention not to reserve said rights or easements, but the same shall be deemed conveyed or encumbered, as the case may be, along with the Lot.

SECTION 14

ASSESSMENTS AND ASSESSMENT LIENS; RESERVE FUNDS

1. Types of Assessments. Declarant for each Lot within the Development hereby covenants and agrees, and each Owner by acceptance of a deed to a Lot (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay to the Association: (a) Operating Assessments, (b) Special Assessments for Capital Improvements, and (c) Special Individual Lot Assessments, all of such Assessments to be established and collected as hereinafter provided.

2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote and provide for the health, safety and welfare of the Owners and Occupants and the best interests of the Property.

3. Elements-Appportionment: Due Dates.

(a) Operating Assessments.

(i) Prior to the time any Owner is to be charged Assessments by the Association, the Board shall establish for the remainder of the Association's fiscal year, and

prior to the beginning of each fiscal year of the Association thereafter, the Board shall estimate for the next fiscal year, and, in each case, prorate among all Lots and their Owners on the basis of the undivided interest of each Lot in the Common Areas of the Association, consisting of the following:

- a. that period's estimated cost of the maintenance, repair, and other services to be provided by the Association;
 - b. that period's estimated costs for insurance premiums to be provided and paid for by the Association;
 - c. that period's estimated costs for utility services not separately metered or charged to Owners;
 - d. the estimated amount required to be collected to maintain a working capital reserve fund, to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board, but in no event less than an amount equal to two months' currently estimated Assessments on all Lots;
 - e. an amount deemed adequate by the Board in its sole and unfettered discretion, and without vote of Owners, to establish or augment an existing reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and
 - f. that period's estimated costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.
- (ii) The Board shall thereupon allocate to each Lot that Lot's share of all of these items, prorated in accordance with each respective Lot's percentage of the total number of Lots, and thereby establish the Operating Assessment for each separate Lot. For administrative convenience, any such Assessment may be rounded so that monthly installments will be in whole dollars.
- (iii) The Operating Assessment shall be payable in advance, in equal quarterly installments, provided that nothing contained herein shall prohibit any Owner from prepaying Assessments in annual, semiannual, or quarterly increments. The due dates of any such installments shall be established by the Board, or, if it fails

to do so, an equal monthly pro rata share of the Operating Assessment for a Lot shall be due the first day of each month.

(iv) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Lots and their Owners on the same basis as heretofore set forth, provided, that if common expenses are incurred by the Association prior to the time the Association commences to levy Assessments against Lots, Developer shall pay the same (subject to its right, if any, to reimbursement from Lot purchasers contained in individual contracts for the sale of a Lot or Lots or, if not, from the Association).

(v) If Operating Assessments collected are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, or as reductions in future Assessments, as determined by the Board, in its sole discretion, and shall in no event be deemed profits nor available for distribution to Lot Owners.

(vi) Each Lot's share of the working capital reserve fund shall be collected at the time the sale of the Lot is closed. The working capital reserve fund shall be transferred to the Association for deposit at or prior to the time Lot Owners other than Developer control the Association.

(b) Special Assessments for Capital Improvements.

(i) In addition to Operating Assessments, the Board may levy, at any time, Special Assessments for Capital Improvements to construct, reconstruct or replace capital improvements on the Common Areas to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements (except new capital improvements required to comply with applicable law or governmental regulation, or to correct any deficiency or defect creating a safety or health hazard to Occupants) shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to five percent (5%) or more of that fiscal year's budget, without the prior consent of Owners exercising not less than seventy-five percent (75%) of the voting power of Owners and the consent of Mortgagees hereinafter provided.

(ii) Each Special Assessment for Capital Improvements shall be prorated among all Lots and their Owners, and shall become due and payable on such date or dates as the Board determines following written notice to the Owners.

(c) Special Individual Lot Assessments. Subject to the applicable provisions of the Bylaws regarding procedures with respect thereto, the Board may levy Special Individual Lot Assessments against an individual Lot, or Lots, and the Owner or Owners thereof, to reimburse the Association for those costs incurred in connection with that Lot or Lots properly chargeable by the terms hereof to a particular Lot (such as, but not limited to,

the cost of making repairs the responsibility of a Owner, the cost to reimburse the Association for that Owner's Lot's share of any utility cost that the Board, or its designee, reasonably determines is attributable to that Owner's Lot, the portion of the cost of casualty and/or liability insurance provided by the Association that the Board determines is attributable to a particular use of a Lot or course of conduct by a Lot Owner or Occupant of that Owner's Lot or Dwelling, returned check charges, and an Owner's interest, late charges, collection costs, and enforcement, and arbitration charges properly chargeable to a Lot and its Owners pursuant hereto). Each Special Individual Lot Assessment shall become due and payable on such date as the Board determines, and gives written notice to the Owners subject thereto. Additionally, during the first years of the Development, and until such time as real estate taxes and assessments are split into separate tax bills for each Lot, the Association shall have the right to pay the real estate taxes and assessments attributable to the Property in the event the same have not been paid, when due, and assess each Lot and Owners of that Lot that Lot's share of such real estate taxes and assessments as a Special Individual Unit Assessment. The share of those taxes and assessments attributable to a Lot shall be computed by dividing the total taxes and assessments for all of the Property by the number of Lots. The calculation by the Association of the Lots' and its Owners' shares of taxes and assessments shall be binding upon all Lot Owners.

4. Effective Date of Assessment.

(a) Any Lot Owner who is conveyed a Lot shall be responsible for assessment beginning upon the date of conveyance. The Declarant shall not be responsible for the payment of any Assessment created pursuant hereto for any Lot unless said Lot owned by Declarant occupied.

(b) Any Assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Lot subject thereto at least ten (10) days prior to the due date thereof, or if to be paid in installments the due date of the first installment thereof. Written notice mailed or delivered to a Lot Owner's Lot shall constitute notice to that or those Lot Owners, unless the Lot Owner has delivered written notice to the Board of a different address for such notice, in which event the mailing of the same to that last designated address shall constitute notice to that Lot Owner or those Lot Owners.

5. Effect of Nonpayment of Assessment; Remedies of the Association.

(a) If any Assessment or installment or portion of any installment of an Assessment is not paid within at least ten (10) days after the same is due, the entire unpaid balance of the Assessment shall immediately become due and payable, without demand or notice, unless the Board, in its sole discretion, determines not to accelerate the installments.

(b) If any Assessment or installment or portion of any installment of an Assessment is not paid within at least ten (10) days after the same is due, the Board, at its option, and without demand or notice, may (i) charge interest on the entire unpaid balance (including the accelerated

portion thereof) at such rate as the Board, from time to time, establishes by rule; or if the Board fails to establish a rate by rule, at the rate of eight percent (8%) per annum, (ii) charge a reasonable, uniform, late fee, as established from time to time by the Board, by rule, and (iii) charge the cost of collection, including attorney fees and other out-of-pocket expenses.

(c) Operating and both types of Special Assessments, together with interest, late fees, and costs, including attorney fees, shall be a charge and lien upon the Lot in favor of the Association upon the Lot against which each such Assessment is made.

(d) At any time after any Assessment or any installment of an Assessment, or any portion of any installment of an Assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a statement of lien for the unpaid balance of that Assessment, including all future installments thereof, interest, late fees, collection costs and expenses, including attorney fees, and court costs and filing fees ("collection costs"), may be filed with the Judge of Probate of Lee County, Alabama, pursuant to authorization given by the Board. The certificate shall contain a description or other sufficient legal identification of the Unit against which the lien exists, the name or names of the record Owner or Owners thereof, and the amount of the unpaid portion of the Assessments and charges, and shall be signed by the president or other designated representative of the Association.

(e) The lien provided for herein shall become effective from the time a statement of lien or renewal certificate was duly filed therefor, and shall continue until it is released or satisfied in the same manner provided by law in the State of Alabama for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

(f) Any Owner who believes that an Assessment chargeable to that Owner's Lot (for which a statement of lien has been filed by the Association) has been improperly charged against that Lot, may bring an action in the Lee County, Alabama for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Lot and its Owner, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(g) Each such Assessment together with collection costs, shall also be the joint and several personal obligation of the Lot Owners who owned the Lot at the time when the Assessment fell due. The obligation for delinquent Assessments, interest, late charges and costs shall not be the personal obligation of that or those Lot Owner or Owners' successors in title unless expressly assumed by the successors, or required by applicable law, provided, however, that the right of the Association to file a lien against that Lot, or to foreclose any lien thereon for these delinquent Assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby, except as provided in Paragraph 6 of this Section.

(h) The Association, as authorized by the Board, may file a lien or liens to secure payment of collection costs, bring or join in an action at law against the Owner or Owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of

these. In any foreclosure action, the Owner or Owners affected shall be required to pay a reasonable rental for that Lot during the pendency of such action. The Association in any foreclosure action involving a Lot shall be entitled to become a purchaser at the foreclosure sale. In any such foreclosure action, interest and costs of such action (including attorneys' fees) shall be added to the amount of any such Assessment, to the extent permitted by Alabama law.

(i) No claim of the Association for Assessments and charges, whether in a collection action, foreclosure action, or otherwise, shall be subject to setoffs, off sets, counterclaims, or cross claim, including, without limiting the generality of the foregoing, claims that the Association has failed to provide the Owner with any service, goods, work, or materials, or failed in any other duty.

(j) No Owner or Owners may waive or otherwise escape liability for the Assessments provided for in this Declaration by non-use of the Common Areas, or any part thereof, or by abandonment of that Owner's Lot or Dwelling.

(k) Assessments shall run with the land, are necessary to continue the care, repair and maintenance of Lots and the Property, and to continue to provide utility and security service, and, accordingly, Assessments accruing or becoming due during the pendency of bankruptcy proceedings shall constitute administrative expenses of the bankrupt estate.

6. Subordination of the Lien to First Mortgages. The lien of the Assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of Assessments and charges against the mortgaged Lot which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor owner. The foregoing will not relieve any successor Owner from the obligation for Assessments accruing thereafter. Notwithstanding the foregoing, rental payments a receiver collects during the pendency of a foreclosure action shall first be applied to the payment of the portion of Common Expenses chargeable to the Lot and its Owners during the foreclosure action.

7. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the Assessments on a specified Lot have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

SECTION 15

AMENDMENTS

1. Term. The terms, covenants, conditions, and restrictions set forth in this Declaration shall run with and bind all of the Property, shall inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, personal representatives, Administrators, successors, and assigns, and shall be and remain in effect for a period of fifty (50) years from and after the date hereof, after which time this Declaration shall be automatically renewed and extended for successive, and continuous periods of ten (10) years each. Unless, at any time after fifty (50) years from the date hereof, an agreement executed by the Owners of at least two-thirds (2/3) or more of the Lots within the Development agreeing to terminate or modify this Declaration has been recorded in the Probate Office of Lee County, Alabama; provided, however, that the rights of way and easements established, granted, and reserved in Section 3 hereof shall continue and remain in full force and effect for the time periods and duration specified therein.

2. Amendment by Developer. For so long as Developer owns any Lot within the Development, Developer may amend this Declaration by a written instrument filed and recorded in the Probate Office of Lee County, Alabama, without obtaining the approval of any Owner or Mortgagee; provided, however, (a) in the event any amendment proposed by Developer materially and adversely alters or changes any Owner's rights to the use and enjoyment of the Owner's Lot or Dwelling or materially and adversely affects the title to any Lot or Dwelling, then such amendment shall be valid only upon the written consent thereto by fifty percent (50%) of all of the Owners (including Developer who shall have the voting rights attributable to all Lots owned by Developer) or (b) in the event any such proposed amendment by Developer would materially and adversely affect the title and interest of any institutional Mortgagee, such amendment shall be valid only upon the written consent thereto of all such institutional Mortgagees affected thereby. Any amendment made pursuant to this Paragraph 2 shall be certified by Developer and shall be effective upon recording of the same in the Probate Office of Lee County, Alabama. Each Owner, by acceptance of a deed or other conveyance to a Lot or Dwelling, and each Mortgagee, by acceptance of a Mortgage on any Lot or Dwelling, agrees to be bound by all amendments permitted by this Paragraph 2 and further agrees that, if requested to do so by Developer, such Owner and Mortgagee will consent to the amendment of this Declaration or any other instrument relating to the Development if such amendment is (i) necessary to bring any provision hereof into compliance, or conformity with the provisions of any law, ordinance, statute, rule, or regulation of any applicable governmental authority or the judicial decision of any state or federal court, (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots or Dwellings, (iii) required by any institutional Mortgagee in order to enable such institutional Mortgagee to make a Mortgage loan on any Lot or Dwelling, or (iv) necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on any Lots or Dwellings within the Development.

3. Amendments by Association. Amendments to this Declaration, other than those authorized by Paragraph 2 above, shall be proposed and adopted by the Association in the following manner:

(a) At any annual or special meeting of the Members of the Association, an amendment to this Declaration may be proposed by either the Board of the Association or by any Owners present in person at such meeting. Any such proposed amendment must be approved by the Owners holding at least two-thirds (2/3) of the total votes in the Association; provided, however, that (i) any amendment which materially and adversely affects the security, title, or interest of any institutional Mortgagee must be approved by such institutional Mortgagee, and (ii) during any period in which Developer owns a Lot or Dwelling in the Development, then Developer must approve such proposed amendment.

(b) Any and all amendments which have been approved in accordance with the provisions of Paragraph 3(a) above shall be executed by all parties whose consent to the same is required, including the Owners holding at least two-thirds (2/3) of the total votes in the Association; provided, however, that in the alternative, the sworn statement of the President of the Association or by the Chairman of the Board stating unequivocally that the agreement of the requisite number of Owners was lawfully obtained may be attached to and incorporated into such amendment without joinder of any Owners. Any such amendment shall be effective upon recording of the same in the Probate Office of Lee County, Alabama.

SECTION 16

GENERAL PROVISIONS

1. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, powers of attorney, liens, and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

2. Actions. In addition to any other remedies provided in this Declaration, Developer, (only with respect to those rights directly benefiting Developer), the Association, and each Owner, shall have the right, but not the duty, to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or now or hereafter imposed by or through the Association's rules and regulations. Failure by Developer, the Association or by any Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. In addition to all other remedies available by law, the Association may use summary procedures or similar means to enforce any provisions hereof or restrictions against the Lot or its use, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished by summary means. Notwithstanding the foregoing, the Association shall not have the right to

initiate or prosecute eviction proceedings to evict a tenant of a Dwelling, either in its own name, as agent of the Association, or in the name of the Lot Owner.

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

4. Successor Owner. A successor owner of Property or any part thereof, or of Additional Property added to the Property, who is not an affiliate of Developer and who is a bona fide purchaser of the property for value, or a purchaser who acquires the property at a sheriff's sale or by deed in lieu of foreclosure, shall not be liable in damages for harm caused by an action or omission of Developer or a breach of an obligation by Developer.

5. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

6. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN TESTIMONY WHEREOF, the undersigned has executed this instrument as of the date first written above.

(SIGNATURES ON FOLLOWING PAGE)

HAMILTON GABLES, LLC.,
an Alabama Limited Liability Company

By Terry Baker
Terry Baker, Manager

Mary E. Lawler
Mary E. Lawler, Owner

Wendi H. Routhier
Wendi H. Routhier, Owner

Roberta J. Walton
Roberta J. Walton, Owner

Joyce S. Baker
Joyce S. Baker, Owner

Edwin E. Baker
Edwin E. Baker, Owner

Emily C. Smith
Emily C. Smith, Owner

Richard D. Smith
Richard D. Smith, Owner

Priscilla L. Agerton
Priscilla L. Agerton, Owner

Hector Trau
Hector Trau, Owner

Aida Trau
Aida Trau, Owner

Allan C. Trau
Allan C. Trau, Owner

Pamela P. Trau
Pamela P. Trau, Owner

STATE OF ALABAMA
COUNTY OF LEE *Madison*

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Terry Baker, whose name is signed to the foregoing as Manager of Hamilton Gables, LLC, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he as such Manager and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office, this the 20th day of October, 2009.

Notary Public [Signature]
My Commission expires: 01/31/2012

STATE OF ALABAMA
COUNTY OF LEE

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

Given under my hand and seal of office, this the 25th day of October, 2009.

Notary Public [Signature]
My Commission expires: Sept 25, 2010

**STATE OF ALABAMA
COUNTY OF LEE**

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

Given under my hand and seal of office, this the 25th day of October, 2009.

Notary Public Athy E. Rapdall
My Commission expires: Sept 25, 2010

**STATE OF ALABAMA
COUNTY OF LEE**

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

Given under my hand and seal of office, this the 25th day of October, 2009.

Notary Public Athy E. Rapdall
My Commission expires: Sept 25, 2010

**STATE OF ALABAMA
COUNTY OF LEE**

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

Given under my hand and seal of office, this the 25th day of October, 2009.

Notary Public Athy E. Rapdall
My Commission expires: Sept. 25, 2010

**STATE OF ALABAMA
COUNTY OF LEE**

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

Given under my hand and seal of office, this the 25th day of October, 2009.

Notary Public Kacey E. Rasdole
My Commission expires: Sept. 25, 2010

**STATE OF ALABAMA
COUNTY OF LEE**

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

Given under my hand and seal of office, this the 25th day of October, 2009.

Notary Public Kacey E. Rasdole
My Commission expires: Sept. 25, 2010

**STATE OF ALABAMA
COUNTY OF LEE**

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

Given under my hand and seal of office, this the 25th day of October, 2009.

Notary Public Kacey E. Rasdole
My Commission expires: Sept. 25, 2010

**STATE OF ALABAMA
COUNTY OF LEE**

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

Given under my hand and seal of office, this the 25th day of October, 2009.

Notary Public Walter E. Regdula
My Commission expires: Sept 25, 2010

**STATE OF ALABAMA
COUNTY OF LEE**

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

Given under my hand and seal of office, this the 25th day of October, 2009.

Notary Public Walter E. Regdula
My Commission expires: Sept 25, 2010

**STATE OF ALABAMA
COUNTY OF LEE**

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

Given under my hand and seal of office, this the 25th day of October, 2009.

Notary Public Walter E. Regdula
My Commission expires: Sept 25, 2010

**STATE OF ALABAMA
COUNTY OF LEE**

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

Given under my hand and seal of office, this the 25th day of October, 2009.

Notary Public Nathalie E. Rappeport
My Commission expires: Sept. 25, 2010

**STATE OF ALABAMA
COUNTY OF LEE**

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

Given under my hand and seal of office, this the 25th day of October, 2009.

Notary Public Nathalie E. Rappeport
My Commission expires: Sept. 25, 2010

Exhibit 1

**LEGAL DESCRIPTION of PROPERTY OWNED
by
HAMILTON GABLES**

PARCEL 1, Hamilton Gables Subdivision, addition to and redivision of Lots 1-4 of Jim Tom Hamilton Subdivision, according to and as shown by that certain map or plat thereof of record in Plat Book 30 at Page 114 in the Office of the Judge of Probate of Lee County, Alabama.

Exhibit 2

SUBDIVISION PLAT

**THE SUBDIVISION PLAT IS FOUND AT PLAT BOOK 32 AT PAGE 40
IN THE OFFICE OF THE JUDGE OF PROBATE OF LEE COUNTY, ALABAMA.**