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**Declaration of Protective Covenants,
Conditions, Easements and Restrictions
for Yarbrough Farms Subdivision - Phase I**

Yarbrough Farms, LLC, an Alabama limited liability company (sometimes herein referred to as "Developer" or "Declarant"), as owner of the real property described on Exhibit "A" attached hereto ("Property"), hereby declares that the Property and the lots of the Property set forth in that certain map plat of Yarbrough Farms Subdivision - Phase I, which plat is recorded in the office of the Judge of Probate of Lee County, Alabama, in Plat Book 23 at Page 25, as amended and replatted from time to time (herein referred to as so amended or replanted as the "Plat"), are expressly made subject to the terms of this Declaration, the terms and provisions of the Articles of Incorporation ("Articles") of Yarbrough Farms Homeowners' Association, Inc., which are recorded in the Office of the Judge of Probate of Lee County, Alabama in Corporation Book 1269, at Page 61 (hereinafter referred to as "Association") and the accompanying By-Laws of the Association (herein "Bylaws"), which were recorded in the Office of the Judge of Probate of Lee County, Alabama, as Exhibit "A" attached thereto, as the Articles and Bylaws may be amended or modified from time to time as permitted therein. Capitalized terms not otherwise defined in this Declaration shall have the meaning ascribed to them in the Bylaws. This Declaration of Protective Covenants, Conditions, Easements and Restrictions, amended from time to time in accordance with the terms hereof, shall be deemed the Declaration, as such term is used in the Bylaws. Each Person owning a platted lot of the Property as reflected on the Plat shall be a member of the Association subject to the terms and conditions of this Declaration and the provisions of the Articles, the Bylaws and other aspects of the Association. References in this Declaration to the word "owner" and/or "homeowner" shall have the same meaning as a member as defined in the Bylaws.

Developer does hereby create, establish and impose the following covenants and restrictions upon the real property embraced within this plat:

Recording Fee	95.00
TOTAL	95.00

1. USE OF PROPERTY: No lot shall be used except for a single family residential purpose.
2. TYPE DWELLING: No buildings, or additions thereto, shall be erected, altered, placed or permitted to remain on any lot herein other than one detached single-family dwelling not to exceed two stories in height, except that a building in excess of two stories shall be permitted if it is designed in such fashion as to fit within the normal roof-line of a two story structure in the area that would normally be considered an attic area. The architecture of any house to be erected on any lot shall be generally in substantial harmony and conformity with the general prevailing type of architecture in the vicinity, with all construction being subject to prior review and approval of the Architectural Review Committee, as established by the Board of Directors of the Association pursuant to authority under the Bylaws of the Association (hereinafter referred to as "ARC").
3. MINIMUM SQUARE FOOTAGE RESTRICTION: Each residence constructed on a lot within the Plat shall have a minimum square footage of air conditioned and heated living area of at least 2,000 square feet, exclusive of open porches, attached garages, carports or other non-living areas, and, in the case of any residence to be constructed having more than one story, the same must have a minimum ground floor square footage of air conditioned and heated living area of at least 1,700 square feet, exclusive of open porches, attached garages or other non-living areas. All lots within the Property shall have the minimum frontage at the building line as reflected on the Plat.
4. ARC APPROVAL: No construction or improvements, which terms shall include, but not be limited to, fencing (of any kind or type), staking, clearing, excavation, grading, site work, landscape planting, removal of plants, trees or shrubs, shall take place or be erected, altered, or placed on any lot within the Property until and unless plans and specifications, including a site plan showing the location of the structure and any other improvements on or to the lot, have been approved in all respects by the ARC. Before any such construction or improvements take place, the ARC must approve such aspects of any and all construction

and improvements on each lot within the Plat. Each request for approval must be accompanied by the payment of any fee required by the ARC, along with two sets of plans for the proposed construction, renovation, improvement or other action requiring ARC approval, one set of plans will be retained by the ARC and one set will be returned to the lot owner. The ARC shall establish its own requirements, procedures, policies, and time frames, which requirements shall be available, on request, to lot owners, their architects, or builders. All approvals by the ARC must be in writing, dated and signed by an authorized representative of the ARC, and where plans and specifications are required, said approval shall be reflected on two copies of the plans and specifications after approval is obtained from the ARC. The ARC may, in its unrestricted discretion, reduce, increase or waive any approval fee in the event the approval sought is not for new home construction or a major renovation or addition, and the ARC may periodically modify or amend its requirements, but in no event shall its requirements be less restrictive than these covenants otherwise require. The ARC may set site standards, building design and materials standards, building construction standards, and other standards that it deems appropriate (all such standards so adopted from time to time by the ARC being sometimes referred to as "ARC Guidelines"). Approval of any plans or the setting of any requirement for approval does not constitute, and shall not be construed as, any representation or guaranty of safety or architectural integrity by the ARC or the Association, which instead shall be the sole responsibility of each lot owner.

5. **BUILDING SETBACK REQUIREMENTS:** No building or any portion thereof shall be located on any lot nearer to the front lot line or nearer to the street line than twenty (20) feet from said line. No building shall be located on a lot nearer to the back lot line than twenty (20) feet from said back lot line. In addition, no building or any portion thereof located next to the golf course shall be located within the twenty-five (25) foot buffer zone reflected on the Plat. No principal building shall be located nearer than ten (10) feet to any other principal building. There shall be a minimum of five (5) feet of separation between principal building and adjoining lots, which area shall be available as a limited easement for roof eave

overhangs, water drainage, and principal building maintenance as herein provided. In the event one principal building shall be built on or within five (5) feet of its lot line, the principal building on the adjoining lot shall not be less than ten (10) feet from the outside wall of such principal building. The land surface area between such principal buildings shall be subject to an easement for the use of the abutting owners, their agents, employees and invitees for the purpose of maintenance and decoration of their respective improvements and said five (5) feet from the outside wall of such principal building shall also serve as a temporary construction easement during the construction period of new homes, at reasonable times during daylight hours, and for the drainage of water from the lots and the roofs of the buildings. Also, the abutting owners shall have an easement over the adjoining property not to exceed three (3) feet from the outside wall of the principal building on the property of the abutting owner for the eaves of the principal building roof and the discharge of water therefrom. Except as specified herein, the abutting owner shall not have rights of ingress and egress and, subject to the other terms of this Declaration (such as, but not limited to, ARC approval), lot owners may fence, landscape and improve such area so long as drainage of water from said premises is not unreasonably impeded. For the purposes of this Declaration, eaves, steps, stoops or entrance platforms, and ornamental planting boxes shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on any lot to encroach on, under or above any other lot.

6. RESUBDIVISION OR PARTITION OF LOTS: The lots of the Property shown on the Plat may be further modified for the purpose of increasing the size of adjacent lots, however, no additional building lots may be created by a modification of the lots shown hereon by resubdivision thereof, provided that any relocated interior lot line shall not be nearer than ten (10) feet to any part of any dwelling, exclusive of overhangs, and provided that no lot shall be reduced so as to reduce its size between side lot lines at the building line shown on this plat for such lot to less than fifty (50) feet. In the event of any resubdivision of any lot shown on the Plat, the tract so constituted shall be considered as and referred to as one lot for the purpose of this Declaration and this Declaration shall apply the same as if said tract has been

platted as one lot on this plat. Should the owner of two adjacent lots desire to build and maintain a single dwelling on the combined lots, then the side lot line restrictions shall apply only to the extreme side lines of the combined lots. No lots may be further modified without the prior written approval by the ARC.

7. EASEMENTS: Easements for installation and maintenance of utilities and private drainage and access are reserved as shown on the Plat. The easement areas reserved on the Plat shall be maintained continuously by the owners of the respective lots, except for those improvements for which a public authority or utility company is responsible.
8. OVERHEAD FACILITIES: The owners of the lots within the Property will not erect or grant to any person, firm, entity or corporation, the right, license, or privilege to erect or use, or permit the use of, overhead wires, poles, or overhead facilities of any type or kind for electrical, electronic communication, or telephone service on said real estate (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave the Property). Nothing herein shall be construed to prohibit overhead street lighting fixtures, or ornamental yard lighting where such is serviced by underground wires or cables.
9. GARAGES AND OUTBUILDINGS: No separate garages or outbuildings or auxiliary structures of any kind or nature shall be erected or allowed to occupy any portion of any lot without the prior written approval by the ARC. No metal storage buildings shall be allowed.
10. NUISANCE: No noxious or offensive trade or activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbors or the neighborhood.

11. TEMPORARY STRUCTURE: No structure of a temporary character (e.g., trailer, tent, mobile home, motor home, basement, shack, garage, barn or other out-building or auxiliary structure) shall be used at any time as a residence, either temporarily or permanently.
12. SIGNS: No sign of any kind or nature, or advertising device of any kind or nature, shall be placed upon any part of the Property except as permitted herein or in accordance with applicable ARC Guidelines relating to signs or other advertising devices. Signs and other advertising devices, when in compliance with criteria established herein and by the ARC, may be erected and maintained upon an owner's lot. Notwithstanding the foregoing, the Declarant specifically reserves the right for itself, its successors and assigns and the Association, to place and maintain signs in connection with constructing, marketing, sales and rental of the dwelling units and identifying or informational signs anywhere on the property. The Developer, the Association and the ARC shall have the right to enter upon any part of the property and remove or correct any such violation, provided, however, that prior notice is given of such action. Notice may be given orally or in writing.
13. MINING: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon, in or under any lot, nor shall oil wells, tunnels, tanks, mineral excavations or shafts be permitted on, upon, or under any lot.
14. ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, and other normal and common household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are kept in reasonable numbers and under reasonable conditions so as not to create a nuisance, not to otherwise unreasonably disturb the neighbors or the neighborhood and in compliance with all laws, rules, regulations and ordinances relating thereto.
15. PLANTING AND OBSTRUCTIONS: Subject to the terms and conditions hereof, no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six

feet above the roadways shall be placed or permitted to remain on any corner lot within that triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the corner intersection of said street lines. The same sight-line limitations shall apply on any lot within twenty (20) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances, areas or such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sightlines. The Association and the ARC and their designees shall have the right to enter upon any part of the Property to trim or prune, at the offending owner's expense, any hedge or other planting which, in the opinion of the Association or the ARC by reason of its location upon the property or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of the street, traffic or surrounding amenities or is unattractive in appearance, provided, however, that the offending owner shall be given fifteen (15) days prior written notice of such action.

16. OUTSIDE USES PROHIBITED: No rocks, rock gardens, bird baths, ponds or pools, lawn sculptures, artificial plantings, childrens play equipment, basketball goals, lawn furnishings, or the like, shall be permitted without the written approval of the ARC. No vegetable, herb or similar gardens shall be planted or maintained so as to be visible from the street or readily visible by adjacent property owners.
17. GARAGES: Garages must open toward a side lot line unless otherwise approved in advance in writing by the ARC. Garage doors must remain closed except when vehicles are entering and/or exiting the garage.
18. VEHICLE PARKING: Vehicle parking in driveways and/or on the street in front of houses shall be limited to temporary parking of guest or resident vehicles in current use and currently licensed. Other vehicles must be parked in garages. Vehicle parking in non-paved areas shall not be permitted.

19. USE OF PROPERTY: No structure previously approved by the ARC shall be used for any purpose other than that for which it was originally designed and approved.
20. RECREATIONAL VEHICLES: No boat, boat trailer, house trailer, horse trailer, trailer, camper, motor home or any similar items shall be located on or at any lot for a period of time in excess of twenty-four (24) hours, unless the same are stored in a carport or garage, or parked on a paved surface beyond the rear line of the home constructed on subject lot and screened so that such item cannot be seen from any adjoining street or the adjacent and surrounding lots, and any such parking facility or area must receive the prior written approval by the ARC.
21. SWIMMING POOL EQUIPMENT: Swimming pool equipment and housing must be underground or placed in walled-in or landscaped areas so as not to be visible from adjoining property.
22. COMMERCIAL TRUCKS: No commercial truck, vehicle or equipment shall be permitted to be parked or to be stored at any place on subject property. This prohibition on parking and storage shall not apply to temporary parking of trucks and/or commercial vehicles used for pick-up and delivery.
23. ADDITIONAL REMEDIES FOR VEHICLE AND/OR RECREATIONAL EQUIPMENT VIOLATIONS: Any such vehicle or recreational equipment parked in violation of regulations contained herein or in violation of the rules and regulations now or hereafter adopted by the Association or the ARC may be towed away by the Association or the ARC, at the sole expense of the owner of such vehicle or recreational equipment, if the violation of said restrictions remains for a period of more than twenty-four (24) hours. Neither the Association nor the ARC shall be liable to the owner of such vehicle or recreational equipment, nor to the respective lot owners, for trespass, conversion or otherwise, nor guilty of any criminal or quasicriminal act by reason of such towing, and neither its removal, its

failure to remove, or the failure of the owner to receive any notice of said violation shall be grounds for relief of any type. The foregoing remedy is in addition to any other remedy which may exist whether at law or in equity.

24. VEHICLE MAINTENANCE AND REPAIR: No vehicle maintenance or repair shall be performed on any vehicles upon any portions of the subject lot, unless performed in a garage, except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within twenty-four hours from its immobilization or the vehicle must be removed. The Association shall be allowed to maintain and store its maintenance vehicles, if applicable, on specific areas of the Property as necessary for the operation and maintenance of the such vehicles.
25. ACCUMULATION OF REFUSE: No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any part of the Property, except building materials used during the course of original construction of any approved structure, or any approved renovation, repair or reconstruction. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers must only be placed in the open on any day that a normal pick up is to be made, at such place on the property to provide access to persons making such pick up. At all other times such containers shall be stored in such manner so that they cannot be seen from adjacent and surrounding property. The ARC, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the property. Furthermore, the Association, at its sole discretion, may require lot owners or builders, at any time, to provide dumpsters on the lot property during construction.
26. BUSINESS ACTIVITY: No profession or home industry or other commercial venture shall be conducted in or on any part of the Property or in any improvements thereon. The Board of Directors of the Association (hereinafter referred to as the "Board"), in its discretion, upon

consideration of the circumstances in each case, and particularly upon consideration of the effect upon surrounding property and property owners, may permit the conduct of a profession or home industry within a residence located on the property. Such commercial operation may be permitted only after the Board has determined that it is compatible with a high quality residential neighborhood and does not unreasonably interfere with the normal residential use or adversely impact the value of adjoining property or property in the area. This section may not be interpreted to authorize or permit any commercial activity which is in violation of local statute or zoning regulations. Any such approval granted by the Board may be withdrawn if the Board determines that such authorized or permitted activity is unreasonably interfering with the rights of the subdivision in general or any individual lot owner within said subdivision. In no event shall any part of the premises or any structure thereon be used as a school, child care center, kindergarten, learning center, musical instrument or voice training center, or other public building, including non-profit or charitable institutional use.

27. AIR CONDITIONING UNITS AND SOLAR COLLECTORS: No wall or window air conditioning units nor solar collectors shall be permitted except with the prior written approval by the ARC, which may be withheld in the ARC's sole discretion.
28. PIPES AND CLOTHESLINES: No water pipes, gas pipes, sewer pipes, drainage pipes or clotheslines may be installed or maintained on the property so as to be visible from adjoining property or public view except hoses and movable pipes used for temporary irrigation purposes.
29. REAL ESTATE OFFICE OR SUBDIVISION OFFICE: The Declarant may, in Declarant's sole discretion, use any lot or lots within the Property for the construction of and/or use of a building constructed thereon as a subdivision office, real estate office or model home, and as such the same shall not be subject to the terms, provisions and requirements of these covenants until such time as all other lots within the Property have been sold and upon that

occurrence said lot and building constructed thereon shall, as soon as reasonably possible and to the extent reasonably and economically practical, be brought into compliance with these covenants.

30. MACHINERY: No machinery shall be placed on or operated upon any portion of the Property except such machinery as is normal and usual in the maintenance of a private residence, or except such as is necessary during the original construction of a residence or a major renovation or improvement thereto.
31. MAILBOXES: The design of all mailboxes and mailbox posts must be approved by the ARC and said ARC may establish a common design and a required location for all mailboxes and mailbox posts, so long as these specifications comply with the requirements of the United States Postal Service. If required by the ARC, the homeowner shall purchase a standard mailbox and mailbox post from the Association at a standard common charge to be applied uniformly, and shall install and maintain said mailbox in appropriate condition and repair, with original color scheme being maintained thereon, as required by the ARC. Any damage or destruction to mailboxes which cannot be adequately repaired will result in the lot owner being required to purchase a replacement mailbox from the Association.
32. FENCING: No fence or walls of any kind shall be erected without the approval of the ARC. No fence or wall shall be erected or placed on any lot nearer to any street than the minimum setback lines of said lot unless similarly approved by the ARC. No fencing or walls shall be permitted in the twenty-five golf course buffer yard as reflected on the Plat. Such approval by the ARC shall not substitute for or eliminate the need to obtain any other approvals including, but not limited to, any approvals required to be obtained from the City of Auburn.
33. AUTHORIZED USE AND EXCEPTIONS: Notwithstanding other provisions herein, each residence located on a lot shall be used as only a single-family residence and subject to all other requirements hereunder, but the ARC may authorize any lot owner, with respect to his

or her residence, to temporarily use the same for more than one family, to temporarily maintain a sign other than as expressly permitted herein, to locate other temporary structures on the Property, and may make other exceptions to these covenants. In all such instances, approvals and exceptions by the ARC must be given in advance and in writing and each case and each request shall be reviewed on its own merits, and the ARC shall have unrestricted discretion and neither the granting or refusing of similar requests for other lot owners nor the approval and consent or disapproval of adjoining lot owners shall in any way be a determinative or limiting influence on the decision of the ARC.

34. PROHIBITED USES: No person shall, without the written approval of the Association or the ARC, as the case may be, do any of the following on any part of the Property or the common areas: (1) permit the running of animals except when on a leash; (2) fell any trees or injure or damage any landscaping within the Property; (3) interfere with any drainage, utility or access easement; (4) build or assemble any structures, recreational or common facilities, other than those approved by the ARC; (5) discharge any liquid or other materials other than natural water drainage into any lake, pond or water course; (6) alter or obstruct any lakes, ponds or water courses; (7) interfere with any water control structures or apparatus; (8) use motor boats on any lake, pond or stream; (9) boat or fish; (10) light any fires except in designated areas or (11) swim in any body of water. No person or entity shall violate any rules and regulations that may be established by the Association governing the use of the Association Property or the rules or requirements that may be established by the ARC.

35. STORM DRAINAGE OVERFLOW EASEMENT: All lots adjacent to water shall be subject to a drainage overflow easement. No permanent structure shall be placed over any part of the drainage overflow easement without prior written approval from the ARC. The owner of each lot subject to drainage overflow easements will hold the City of Auburn, Alabama, the Declarant, the Association, and the ARC, their successors and assigns, harmless for any damages or injury by storm water runoff to physical property or life, human

or animal. The City of Auburn, Alabama, will not be responsible for installation and/or maintenance of the drainage overflow easement or any private storm drainage easement.

36. SECURITY: The Association may own and provide for the maintenance of an entrance gatehouse and, if manned, the salary for the same. The Association may also install and maintain electronic gates. This is not intended to obligate the Declarant or the Association to provide any form of security to the residents, their properties or the Association's properties.
37. NOTIFICATION TO UTILITY COMPANIES: In order to beautify said subdivision for the benefit of all lot owners and to permit the utility companies to install underground utility services to each house in said subdivision, no owner of any lot within such subdivision will commence construction of any house on any lot until such owner (1) notifies the utility companies that such construction is proposed, and (2) grants in writing to said companies such rights and easements as they request in connection with their construction, operation, maintenance and removal of the underground service laterals on each lot. To the extent of the interest of the owner of each lot, such owner agrees to connect utility service lines (including, but not limited to, gas, water, sewer & electricity) at points designated by Declarant.
38. COMMON AREA: Every owner shall have a right and nonexclusive easement of use, access, and enjoyment and into the common areas (as denoted from time to time on the Plat), subject to: (a) this Declaration and any other applicable covenants; (b) any restrictions or limitations contained in any deed conveying such property to the Association; (c) the right of the Board of Directors of the Association to adopt rules regulating the use and enjoyment of the common areas, including rules limiting the number of guests who may use the common areas; (d) the right of the Board of Directors of the Association to suspend the right of a owner to use recreational facilities within the common area (i) for any period during which any charge or assessment against such owner's lot remains delinquent, and (ii) for a

period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the Declaration, the Bylaws, or the Rules of the Association; (e) the right of the Association to impose reasonable membership requirements and charge reasonable admission and other use fees for the use of any recreational facilities situated upon a common area; (f) the right of the Association to mortgage, pledge, or hypothecate all or any of its real or personal property as security for money borrowed or debts incurred.

Any owner of a lot within the Property may extend his or her right of use and enjoyment to his spouse and dependent lineal descendants, lessees, and social invitees, as applicable, subject to reasonable regulation by the Association. There shall be no judicial partition of the common areas. The Association, subject to the right of the owners set forth in this Declaration and the in the Bylaws, shall manage and control the common areas within the Property and all improvements thereon, including keeping it in a good, clean, attractive and sanitary condition pursuant to this Declaration and the Bylaws. The Association may dedicate portions of the common areas to Lee County, Alabama, the City of Auburn, or to any other local, state, or federal governmental or quasi-governmental entity.

39. ANTENNAS AND DISHES: No visible ham radios, radio transmission equipment, television antennas, radio antennas or television satellite dishes shall be permitted on the Property unless approved by the ARC.
40. MEMBER OF ASSOCIATION: LIABILITY FOR ASSESSMENTS Each owner of a lot in the Property reflected on the Plat shall automatically become a member of the Association as an appurtenance to the ownership of said lot and shall be fully and completely bound by all of the terms and conditions of the Articles and the Bylaws of the Association, as they may be modified and amended from time to time, including without limitation, the obligation to pay any and all applicable assessments levied from time to time by the Association on each lot. All of the terms and provisions of the Articles and the Bylaws applicable with respect to each platted lot of the Property as reflected on the Plat and to the owner of such lot by virtue of being a member of the Association are incorporated herein by reference as if more

fully set forth. Any owner of an interest in a platted lot which has multiple owners shall be jointly and severally liable with each other owner of an interest in that lot for assessments hereunder.

41. LIEN FOR ASSOCIATION ASSESSMENTS: The Association is hereby granted a lien upon each lot and its appurtenances and on each member's interest in the Association, which lien shall secure and does secure the monies due for all assessments now or hereafter levied or subject to be levied against each member as owner of a lot under the Bylaws, and shall also secure interest, if any, which may be due on the account of any delinquent assessment, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee which may be incurred by the Association in enforcing this lien. Said lien being prior to all other liens except only tax liens in favor of the United States, the State of Alabama, Lee County, Alabama or Auburn, Alabama or any other applicable municipality and shall cover all sums unpaid and due for dues or assessments, whether in the form of a base assessment or a special assessment. No lot owner may escape or avoid responsibility for assessments of the Association by waiver of the use of or enjoyment of any of the property or assets owned by the Association or by the abandonment or non-use of such owner's lot, or by any other means.

42. INDEMNIFICATION: The Association has agreed to indemnify and hold harmless every officer, director and committee member of the Association, including, but not limited to, the Board and the ARC, from and against any and all costs and expenses, including trial and appellate attorney's fees and costs, reasonably incurred by or imposed upon any officer, director or committee member in connection with any action, suit or other proceedings to which he or she may be a party, by reason of being or having been an officer, director or committee member of the Association, the Board or the ARC. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct or bad faith, with regard to the business of the Association or the ARC. The officers and directors shall have no

personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, except to the extent as members of the Association, and the Association shall indemnify and forever hold each of said officers and directors free and harmless against any and all liability to others on account of any such contract or commitment. Any right of indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association may, as a part of the common expense, maintain adequate general liability insurance, and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available and felt to be appropriate by the Association.

43. DEVELOPER AND RIGHTS: Wherever the term "Developer" or "Declarant" is used herein it shall mean Yarbrough Farms, LLC, and its successors and assigns. These covenants and restrictions touch and benefit all of the Property reflected on the referenced Plat and shall run with the land and shall be binding upon the land and all owners of the lots reflected on the Plat, their heirs, successors and assigns, the utilities referenced herein either specifically or generally, and their successors and assigns. Notwithstanding anything contained herein to the contrary the Declarant expressly reserves the sole and exclusive right and privilege, both for itself and its successors and assigns, to change, alter, modify or amend any of the terms, covenants and provisions of this Declaration until the earlier of (i) December 31, 2012 or (ii) the Class B Membership Termination Date, as defined in the Bylaws.
44. APPROVED CONTRACTORS: All improvements constructed on any lot located within the Property shall be made by a contractor or builder approved by the ARC. The ARC shall, at its sole discretion, establish criteria and requirements upon which a contractor or builder may or may not be approved to construct improvements on the Property. This covenant is not to be construed as an attempt to show prejudice, malice or favor toward any person or entity, but only to attempt to discourage unscrupulous and/or undesirous business in connection with the development of the Property

45. ASSOCIATION RESPONSIBILITY: The Association shall maintain and keep in good repair the common areas reflected on the Plat and the following: (a) all landscaping, parks, lakes, structures and improvements, including any private street, bike and pedestrian pathways or trails, situated upon a common area reflected on the Plat; (b) landscaping within public rights-of-way within or abutting the Property; (c) all ponds, streams and/or wetlands located within the Property which serve as part of the drainage and storm water retention system for the Property, including any retaining walls, bulkheads or dams (earthen or otherwise) retaining water therein, and any fountains, lightning, pumps, conduits and similar equipment installed therein or used in connection therewith; and (d) any properties and facilities owned by Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its members which facilities are to be identified by written notice and shall not be deemed to include any portion of the Auburn University Club or its facilities and amenities (or any successor thereto). In connection therewith, there are hereby reserved to the Association easements over the lots constituting a part of the Property as necessary to enable the Association to fulfill such responsibilities. Except as otherwise specifically provided in the Declaration or in the Bylaws, all costs associated with the maintenance, repair and replacement of the items described above by the Association shall be a common expense to be allocated among the lot owners as a part of assessments, without prejudice to the right of the Association to seek reimbursement from the owners of, or other persons responsible for, certain portion of the Property pursuant to this Declaration.
46. CONSTRUCTIVE NOTICE AND ACCEPTANCE: Every person, corporation, partnership, limited partnership, limited liability company, trust, association or other legal entity, who or which shall hereafter own or acquire any right, title, interest or estate in or to any lot, whether or not such interest is reflected of record in the Office of the Judge of Probate of Lee County, Alabama, shall be conclusively deemed to have consented and agreed to each and every covenant, condition, restriction, reservation and easement contained or by reference incorporated herein, including, but not limited to, each and every covenant, condition, restriction, reservation and easement contained in or established pursuant to the authority

granted in the Articles and the Bylaws, whether or not any reference to this Declaration is contained in the document or instrument pursuant to which such natural person, corporation, partnership, limited partnership, limited liability company, trust, association or other legal entity shall have acquired such right, title, interest or estate in the Property or any portion thereof.

47. ATTORNEYS' FEES: Notwithstanding anything herein contained to the contrary, in the event of litigation arising out of the interpretation or enforcement of the rights or obligations under this Declaration, the Declarant shall be entitled to recover its costs and expenses in connection with such litigation, including, but not limited to, reasonable attorneys' fees, which may be awarded by the Court before whom such litigation is brought.
48. PARAGRAPH HEADINGS: Paragraph headings, where used herein, are inserted for convenience of reference only and are not intended to be a part of this Declaration or in any way define, limit or proscribe the scope and intent of the particular sections or paragraphs in which they are contained or to which they refer.
49. EFFECT OF INVALIDATION: If any particular provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.
50. TERM OF DECLARATION: The above and foregoing covenants and restrictions shall continue in force and effect for a period of twenty-five (25) years from and after the date this Declaration is recorded in the Office of the Judge of Probate of Lee County, Alabama. Thereafter, the above and foregoing covenants and restrictions shall be automatically renewed for successive periods of ten (10) years each; provided, however, that following the expiration of said twenty-five (25) year period, said covenants and restrictions may be modified, amended or terminated in whole or in part by a written instrument that (i) has been signed and acknowledged by three-fourths (3/4ths) or more of the members of the

Association who then own platted lots that are subject to this Declaration, (ii) has been signed and acknowledged by the Association, and (iii) has been recorded in the Office of the Judge of Probate of Lee County, Alabama. This paragraph shall not limit or restrict Developer's right to amend or modify this Declaration from time to time as otherwise provided herein.

51. DEEMED CONSENT BY LOT OWNER: Each lot owner, by owning or acquiring the title to any lot that is subject or is made subject to this Declaration, shall be conclusively deemed to have consented and agreed to all of the terms and provisions of this Declaration, the Articles and the Bylaws. All of the terms and provisions of this Declaration, the Articles and the Bylaws shall run with the land and shall be binding upon and shall inure to the benefit of all of the lot owners, including, without limitation, their respective heirs, personal representatives, successors and assigns in title in and to their respective lots; provided, however, notwithstanding anything to the contrary provided herein, it is understood and agreed that the various approval rights reserved to Declarant and/or the Association and/or the ARC under and pursuant to this Declaration shall be and are hereby reserved exclusively to such parties so designated, and that the owners of lots shall not have or exercise any of the approval rights reserved to such parties hereunder. In addition, the Declarant, the Association, and the ARC shall have the non-exclusive right, but not the obligation, to enforce all of the terms and provisions of this Declaration.
52. NO COMMON SCHEME: Notwithstanding anything to the contrary provided herein, it is understood and agreed that the covenants and restrictions imposed hereunder shall not be deemed to create a common scheme or to restrict any other property now or heretofore or hereafter owned by Declarant other than the lots shown on the Plat which are made subject to this Declaration by the execution, acknowledgment and recordation of this Declaration. In no event shall Declarant be required to subject additional property to this Declaration or otherwise acquire additional property in connection herewith; provided, that, Declarant may by amendment hereunder subject additional property to this Declaration.

53. AMENDMENT/WAIVER: None of the terms or provisions of this Declaration can be waived, modified or amended except by a written instrument duly signed by the party against whom such waiver, modification or amendment is sought to be enforced.
54. NO REVERTER: No provision of this Declaration is intended to create, or shall be construed as creating, a condition subsequent to or a possibility of reverter.
55. GENDER: Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.
56. NO RIGHT TO USE CLUB PROPERTY: In no event shall any owner of any lot subject to this Declaration, as such owner, have any rights of use or other rights in or to the Auburn University Club, the Auburn University Club golf course or any other amenities or facilities located on the Auburn University Club property, which is located adjacent to the Property, (whether such facilities are then known as Auburn University Club facilities or are designated under another name) including, but not limited to, any rights to any certain visual or site easement over and across any portion of the Auburn University Club golf course from or to any portion of such owner's lot. No lot owner shall by virtue of acquiring any lot subject to this Declaration have any right of access to, ingress or egress over, or other rights of use as to the Auburn University Club golf course property, unless such right or rights have been specifically granted or conveyed to such lot owner in writing by the Developer and Auburn University Club, its successors or assigns. Each lot owner by virtue of purchasing a lot subject to this Declaration agrees and acknowledges that the Auburn University Club may modify, diminish or discontinue its operation of the golf course or any other amenities or facilities now or hereafter located on the Auburn University Club property or otherwise sell or transfer all or a portion of its rights to such property at any time. The lot owners acknowledge and agree that there is no restriction or limitation upon such property for use as a golf course and that such property may be used for any other lawful purpose, subject to all applicable laws, ordinances, regulations and rules as to use. In addition, any owner of a

lot subject to this Declaration by virtue of such ownership agrees and acknowledges that Developer, Auburn University Club, and their respective successors, lessees and assigns, shall have the right, without any notice to the lot owner, to plant, remove, or trim trees, or bushes, or place fences and, on and around the golf course property as it deems advisable in its sole and absolute discretion, at any time and from time to time.

57. EASEMENTS

(a) Easement for Lake and Pond Maintenance and Flood Water. The Declarant reserves for itself, the Association, and their successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon the lakes, ponds, streams, and wetlands located within the Property to (a) install, keep, maintain, and replace pumps in order to provide water for the irrigation of any of the common areas as reflected on the Plat; (b) construct, maintain, and repair any bulkhead, wall, dam, or other structure retaining water; and (c) remove trash and other debris therefrom and fulfill their maintenance responsibilities as provided in this Declaration. The Declarant, the Association, and their respective successors, assigns and designees shall have an access easement over and across any of the Property abutting or containing any portion of any of the lakes, ponds, streams, or wetlands to the extent reasonably necessary to exercise their rights under this Section.

There is further reserved herein for the benefit of Declarant, the Association, and their respective successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the common areas reflected on the Plat and lots (but not the dwellings thereon) adjacent to or within one hundred feet of lake beds, ponds, streams and wetlands within the Property, in order to (a) temporarily flood and back water upon and maintain water over such portions of the Property; (b) fill, drain, dredge, deepen, clean, fertilize, dye, and generally maintain the lakes, ponds, streams, and wetlands within common areas reflected on the Plat; (c) maintain and landscape the slopes and banks pertaining to such lakes, ponds, streams, and wetlands; and (d) enter upon and across such portions of the Property for the purpose of exercising their rights under this Section. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be

construed to make Declarant or any other Person liable for damage resulting from flooding due to hurricanes, heavy rainfall, or other natural occurrences.

(b) Right of Entry. The Association shall have the right, but not the obligation, to enter upon any lot for emergency, security, and safety reasons, to perform maintenance required hereunder, and to inspect for the purpose of ensuring compliance with this Declaration, the Bylaws, and rules. Such right may be exercised by any member of the Board, the Association's officers, agents, employees, and managers, the members of the ARC, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the owner. This right of entry shall include the right of the Association to enter upon any lot to cure any condition which may increase the possibility of a fire or other hazard in the event an owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any single family detached dwelling without permission of the owner, except by emergency personnel acting in their official capacities.

(c) Easements for Golf Course. Every owner acknowledges by acceptance of a deed, that the owner has independently inspected the site plan approved by Declarant and has determined the location and configuration of his or her lot relative to the Auburn University Golf Course (by whatsoever name designated later the "Golf Course") and has considered the risk of intrusion of golf balls, golf clubs or parts thereof, golfers, and/or overspray from the Golf Course and has taken title to the lot based on his or her independent investigation and analysis.

- (i) Every lot and the common areas are burdened with an easement permitting golf balls intentionally to come upon such common area and lot and for golfers at reasonable times and in reasonable manner to come upon the common areas or the exterior portions of a lot to retrieve errant golf balls. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following persons be held liable for any damage or injury resulting from

errant golf balls or the exercise of this easement: the Declarant; the Association or its members (in their capacity as such); the owner of the Golf Course; successors, successors-in-title or assigns to the Golf Course or any portion thereof; any successor to Declarant; any builders or contractor (in their capacities as such); any officer, director, member or partner of any of the foregoing, or any officer or director of any partner or member.

- (ii) The lots immediately adjacent to the Golf Course are hereby burdened with a perpetual non-exclusive easement in favor of the Golf Course for overspray of water from any irrigation system serving the Golf Course. Under no circumstances shall the Association or the owners of the Golf Course be held liable for any damage or injury resulting from such overspray or the exercise of this easement.
- (iii) The owner of the Golf Course, its respective agents, successors and assigns, shall have a perpetual, exclusive easement of access over the Property for the purpose of retrieving golf balls from bodies of water within the common areas lying reasonably within range of golf balls hit from the Golf Course.
- (iv) The owner of the Golf Course, its respective agents, successors and assigns, as well as its members, guests, invitees, employees, agents, contractors, designees and authorized users of the Golf Course, shall at all times have a right and non-exclusive easement of access and use over those portions of the Property (common area or otherwise) reasonably necessary to the construction, operation, maintenance, repair and replacement of the Golf Course and over all roadways located or to be located within the Property reasonably necessary to travel between the entrance to the Property and the Golf Course. Without limiting the generality of the foregoing, the members of the Golf Course and guests and invitees of the Golf Course shall have the right to park their vehicles on the roadways located within the Property at reasonable times before, during and after golf tournaments and other similar

functions held by or at the Golf Course to the extent that the Golf Course has insufficient parking to accommodate such vehicles.

- (v) The owner of the Golf Course, its respective agents, successors and assigns, as well as its members, guests, invitees, employees, agents, contractors and authorized users of the Golf Course, shall at all times have a right and non-exclusive easement of access to any use of a clubhouse located on the Golf Course.
- (vi) The owner of the Golf Course, its respective agents, successors and assigns, shall have a perpetual non-exclusive easement, to the extent reasonably necessary, over the Property for the installation, operation, maintenance, repair, replacement, monitoring and controlling of irrigation systems and equipment including, without limitation, wells, pumps and pipelines, serving all or portions of the Golf Course.
- (vii) The owners of the Golf Course, its respective agents, successors and assigns, shall have a perpetual, non-exclusive easement to the extent reasonably necessary, over the Property for the installation, maintenance, repair, replacement and monitoring of utility lines, wires, drainage pipelines and pipelines serving all or portions of the Golf Course.
- (vii) The Property is hereby burdened with easements in favor of the Golf Course for natural drainage of storm water runoff from the Golf Course.
- (ix) The owner of the Golf Course, its respective agents, successors and assigns, as well as its members, guests, invitees, employees, and authorized users of the Golf Course shall at all times have a right and non-exclusive easement of access and use over the golf cart paths, if any, located within the Property as reasonably necessary for the use and enjoyment of the Golf Course.

58. MORTGAGE PROVISIONS.

The following provisions are for the benefit of holders, insurers and guarantors of first mortgages on lots in the Property.

- (a) Notices of Action. An institutional holder, insurer, or guarantor of a first mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the lot to which its mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:
- (i) Any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any lot on which there is a first mortgage held, insured, or guaranteed by such Eligible Holder;
 - (ii) Any delinquency in the payment of assessments or charges owed by a lot subject to the mortgage or such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Declaration or Bylaws relating to such lot or the owner thereof which is not cured within 60 days; or
 - (iii) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.
- (b) No provision of this Declaration or the Bylaws gives or shall be construed as giving any owners priority over any rights of the first mortgagee of any lot in the case of distribution of such owner insurance proceeds or condemnation awards for loss to or taking of the common area.
- (c) Upon request each owner of a lot shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such owner's lot.

59. SUBORDINATION. This Declaration shall be subordinate and inferior to the terms and conditions of that certain Mortgage and Security Agreement dated February 19, 2002, in favor of Columbus Bank and Trust Company ("Bank") from Declarant.

[Execution to Follow on Next Following Page.]

MISC 1267 878
Recorded In Above Book and Page
06/21/2002 02:35:38 PM
BILL ENGLISH
PROBATE JUDGE
LEE COUNTY

IN WITNESS WHEREOF, the Developer has hereunto caused its hand to be set as of the
24th day of May, 2002, by its duly authorized members.

YARBROUGH FARMS, LLC
("Developer" or "Declarant")

By: Michael V. Shannon
Michael V. Shannon, Member

By: YARBROUGH, LIMITED, as a Member

By: Cecil S. Yarbrough, III
Cecil S. Yarbrough, III
As General Partner

[ACKNOWLEDGMENTS TO FOLLOW ON NEXT PAGE]

MISC 1267 879
Recorded in Above Book and Page
06/21/2002 02:35:36 PM
BILL ENGLISH
PROBATE JUDGE
LEE COUNTY

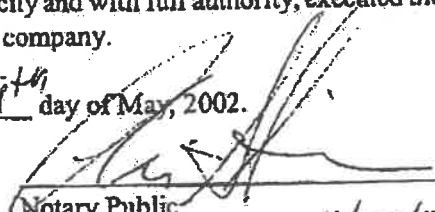
STATE OF ALABAMA)

:

LEE COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Michael V. Shannon, whose name, as Member of Yarbrough Farms, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 29th day of May, 2002.


Notary Public

My commission expires: 11/19/02

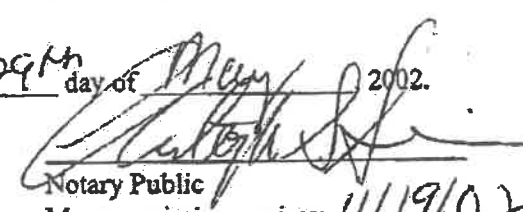
STATE OF ALABAMA)

:

LEE COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Cecil S. Yarbrough, III, whose name, as General Partner of Yarbrough, Limited, an Alabama limited partnership in its capacity as a member of Yarbrough Farms, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited partnership in its capacity as a member of said limited liability company..

Given under my hand and official seal this the 29th day of May, 2002.


Notary Public

My commission expires: 11/19/02

NISE 1267 860
Recorded In Above Book and Page
06/21/2002 02:35:38 PM
BILL ENGLISH
PROBATE JUDGE
LEE COUNTY

JOINDER AND CONSENT

and Security Agreement

The undersigned, Columbus Bank & Trust Company, a Georgia state banking corporation, being the holder of a mortgage on the Property pursuant to that certain Real Estate Mortgage, dated February 19, 2002, recorded in the office of the Probate Judge of Lee County, Alabama at Book _____, Pages _____ through _____, does hereby provide its consent and join in this Declaration on this the 31st day of May, 2002.

Columbus Bank & Trust Company

By: _____



As Its Vice President

MISC 1267 881
Recorded In Above Book and Page
06/21/2002 02:35:38 PM
BILL ENGLISH
PROBATE JUDGE
LEE COUNTY

EXHIBIT "A"

Legal Description of Property

Commence and begin at an iron pin located at the Northeast corner of Section 23, Township 19 North, Range 25 East, Auburn, Lee County, Alabama; thence South $00^{\circ}32'09''$ East along the East line of Section 23 for a distance of 3,713.96 feet to an iron pin located on the northwesterly margin of Shug Jordan Parkway for a corner; thence along a curve to the left of the Northwest margin of said Parkway on a radius of 3,354.03' for a curve distance of 253.18 feet, said curve has a delta of $04^{\circ}19'30''$, a chord bearing of South $18^{\circ}49'40''$ West and a chord distance of 253.12 feet to a concrete monument (212+00) for a corner; thence South $20^{\circ}23'36''$ West along the westerly margin of Shug Jordan Parkway for a distance of 207.55 feet to a concrete monument (210+00) for a corner; thence South $11^{\circ}19'58''$ West along the westerly margin of Shug Jordan Parkway for a distance of 103.15 feet to a concrete monument (209+00) for a corner; thence South $04^{\circ}33'49''$ West along the westerly margin of Shug Jordan Parkway for a distance of 204.52 feet to an iron pin; thence South $05^{\circ}29'34''$ West along the westerly margin of Shug Jordan Parkway for a distance of 284.40 feet to an iron pin located at the intersection of the West margin of Shug Jordan Parkway and the North margin of Richland Road for a corner; thence South $67^{\circ}24'47''$ West along a flare of the intersection of said rights-of-way for a distance of 84.20 feet to an iron pin for a corner; thence North $44^{\circ}58'16''$ West along the North margin of Richland Road for a distance of 20.00 feet to an iron pin for a corner; thence along a curve to the left of the North margin of said Road on a radius of 1,845.35 feet for a curve distance of 239.54 feet, said curve has a delta of $07^{\circ}26'15''$, a chord bearing of North $48^{\circ}41'24''$ West and a chord distance of 239.37 feet to an iron pin for a corner; thence North $52^{\circ}24'31''$ West along the North margin of said Road for a distance of 529.32 feet to an iron pin for a corner; thence along a curve to the right of the North margin of Richland Road on a radius of 270.00 feet for a curve length of 248.30 feet, said curve has a delta of $52^{\circ}41'28''$, a chord bearing of North $26^{\circ}03'47''$ West and a chord distance of 239.64 feet to an iron pin for a corner; thence South $89^{\circ}43'23''$ East, 10.05 feet to an iron pin for a corner; thence North $00^{\circ}16'46''$ East along the East margin of Richland Road for a distance of 434.03 feet to an iron pin for a corner; thence along a curve to the left of the Northeast margin of Richland Road on a radius of 640.00 feet for a curve length of 573.70 feet, said curve has a delta of $51^{\circ}21'38''$, a chord bearing of North $25^{\circ}24'03''$ West and a chord distance of 554.69 feet to an iron pin for a corner; thence North $51^{\circ}04'52''$ West along the North margin of Richland Road for a distance of 482.73 feet to an iron pin for a corner; thence along a curve to the left of the North margin of Richland Road on a radius of 440.00 feet for a curve length of 201.32, said curve has a delta of $26^{\circ}12'54''$, a chord bearing of North $64^{\circ}11'19''$ West, and a chord distance of 199.56 feet to an iron pin for a corner; thence North $77^{\circ}17'46''$ West along the North margin of Richland Road for a distance of 885.67 feet to an iron pin for a corner; thence North $01^{\circ}00'03''$ West, 1,160.01 feet to a concrete judicial monument marked "6-9-65"; thence North $01^{\circ}04'21''$ West, 952.06 feet to a concrete judicial monument marked "6-9-65"; thence North $01^{\circ}03'48''$ West, 774.84 feet to a concrete monument marked "5-13-65" for a corner; thence South $89^{\circ}36'21''$ East, 47.38 feet to an iron pin for a corner; thence North $01^{\circ}06'00''$ West, 1,267.70 feet to a calculated point in the center of the Saugahatchee Creek for a corner; thence along the centerline of Saugahatchee Creek between calculated points on the following courses and distances: North $54^{\circ}47'04''$ East, 145.78 feet, North $27^{\circ}49'01''$ East, 377.75 feet, North $19^{\circ}51'59''$ West, 113.88 feet, North $67^{\circ}48'58''$ West, 95.34 feet, South $81^{\circ}07'34''$ West, 78.87 feet, South $63^{\circ}28'42''$ West, 193.76 feet, North $67^{\circ}24'41''$ West, 83.84 feet, North $11^{\circ}32'41''$ East, 147.89 feet, North $28^{\circ}14'26''$ East, 357.22 feet, North $35^{\circ}59'16''$ East, 448.84 feet, North $31^{\circ}03'16''$ East, 233.36 feet, North $15^{\circ}12'55''$ East, 90.51 feet, North $08^{\circ}46'20''$ East, 118.77 feet, North $27^{\circ}13'04''$ East, 109.97 feet, North $54^{\circ}56'07''$ East, 109.83 feet, North $78^{\circ}42'44''$ East, 145.57 feet, South $70^{\circ}08'45''$ East, 1,027.25 feet, South $83^{\circ}29'52''$ East, 164.71 feet, North $65^{\circ}22'06''$ East, 139.57 feet, North $35^{\circ}10'51''$ East, 161.92 feet, North $14^{\circ}06'15''$ East, 169.83 feet, North $07^{\circ}25'02''$ West, 190.40 feet, North $26^{\circ}02'24''$ West, 149.69 feet, North $46^{\circ}52'31''$ West, 190.59 feet, North $25^{\circ}24'37''$ West, 208.88 feet, North $48^{\circ}34'13''$ West, 189.70 feet, North $28^{\circ}04'13''$ West, 155.59 feet, North $14^{\circ}38'25''$ East, 76.56 feet, North $55^{\circ}24'47''$ East, 97.03 feet, North $67^{\circ}43'49''$ East, 145.15 feet, North $75^{\circ}38'14''$ East, 104.15 feet, North $57^{\circ}36'05''$ East, 121.12 feet, North $56^{\circ}22'29''$ East, 105.78 feet, South $88^{\circ}28'31''$ East, 215.98 feet to a calculated point in the center of the Saugahatchee Creek and the Northwest corner of the Margaret Yarbrough School Site; thence South $32^{\circ}31'11''$ East, 1,217.74 feet to an iron pin for a corner; thence North $57^{\circ}28'49''$ East, 1193.76 feet to a point located on the West margin of North Donahue Drive for a corner; thence along a curve to the right on a radius of 3,779.92 feet for a curve distance of 370.67 feet, said curve having a delta of $05^{\circ}37'07''$, a chord bearing of South $22^{\circ}55'44''$ East, and a chord distance of 370.52 feet to an iron pin for a corner; thence South $40^{\circ}07'11''$ East along the West margin of North Donahue Drive for a distance of 203.80 feet to an iron pin for a corner; thence along a curve to the right on a radius of 2,835.00 feet for a curve distance of 220.56 feet, said curve having a delta of $04^{\circ}27'27''$, a chord bearing of South $17^{\circ}53'27''$ East, and a chord distance of 220.50 feet to an iron pin for a corner; thence South $15^{\circ}39'44''$ East along the West margin of North Donahue Drive for a distance of 150.03 feet to an iron pin for a corner; thence along a curve to the right on a radius of 960.00 feet for a curve distance of 232.02 feet, said curve having a delta of $13^{\circ}50'51''$, a chord bearing of South $08^{\circ}44'18''$ East and a chord distance of 231.45 feet to an iron pin for a corner; thence South $01^{\circ}48'55''$ East along the West margin of North Donahue Drive for a distance of 560.76 feet to an iron pin for a corner; thence along a curve to the left on a radius of 865.82 feet for a curve distance of 304.52 feet, said curve having a delta of $20^{\circ}09'07''$, a chord bearing of South $11^{\circ}53'28''$ East and a chord distance of 302.96 feet to an iron pin for a corner; thence South $00^{\circ}57'08''$ East, 2,204.98 feet to an iron pin; thence South $00^{\circ}08'37''$ East, 182.13 feet to an iron pin for a corner; thence South $89^{\circ}25'50''$ West, 1,827.06 feet to the point of beginning. The above described property lies in Section 13, 14, and 24, Township 19 North, Range 25 East, Lee County, Alabama, and a portion of this property lies within the corporate city limits of Auburn, Lee County, Alabama and contains 589.03 acres, more or less.

FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR THE COUNTY OF LEE, ALABAMA, ON AUGUST 21, 2003, AT 2:35:38 PM.
 BILL EHLISH, PROBATE JUDGE, LEE COUNTY

EXHIBIT "A"

Legal Description of Property

LESS AND EXCEPT the following parcels described on plat entitled "Boundary Survey for Yarbrough Farms, L.L.C., Columbus Bank and Trust Company, Its Successors and Assigns, and Chicago Title Insurance Company, made by T. Richard Fuller, LS Al Reg. No. 7384, dated October 15, 2001".

Parcel E

Commence at an iron pin located at the Northeast corner of Section 23, Township 19 North, Range 25 East, Auburn, Lee County, Alabama; thence North 89 degrees 25 minutes 50 seconds East, 1,827.06 feet to a point; thence North 00 degrees 08 minutes 37 seconds West, 182.13 feet to an iron pin; thence North 00 degrees 57 minutes 08 seconds West, 1,771.69 feet to a pin for a corner and point of beginning of the parcel herein to be described; from this point of beginning, thence South 89 degrees 02 minutes 52 seconds West, 311.10 feet to a point for a corner; thence North 00 degrees 57 minutes 08 seconds West, 228.48 feet to a point for a corner; thence North 00 degrees 00 minutes 00 seconds East, 311.12 feet to a point for a corner; thence South 00 degrees 57 minutes 08 seconds East, 223.31 feet to the point of beginning. Said parcel contains 1.61 acres, more or less.

Parcel G

Commence at the Southeast corner of Section 23, Township 19 North, Range 25 East, Auburn, Lee County, Alabama, thence North 00°32'09" West, 1570.61 feet to an iron pin located on the West margin of Shug Jordan Parkway for a corner and point of beginning of the parcel herein to be described; from this point of beginning, thence along a curve to the left of the West margin of Shug Jordan Parkway on a radius of 3,354.03 feet, a delta of 04°19'30" for an arc length of 253.18 feet with a chord of South 18°49'40" West along the West margin of Shug Jordan Parkway for a distance of 253.12 feet to a concrete monument (sta 212+00) for a corner; thence South 20°23'36" West along the West margin of Shug Jordan Parkway for a distance of 207.55 feet to a concrete monument (sta 210+00) for a corner; thence South 11°19'58" West along the West margin of Shug Jordan Parkway for a distance of 103.15 feet to a concrete monument (sta 209+00) for a corner; thence South 04°33'49" West along the West margin of Shug Jordan Parkway for a distance of 204.52 feet to an iron pin for a corner; thence South 05°29'34" West along the West margin of Shug Jordan Parkway for a distance of 284.40 feet to an iron pin located at the intersection of Shug Jordan Parkway and the North margin of Richland Road for a corner; thence South 67°24'47" West along the North margin of Richland Road for a distance of 84.20 feet to an iron point for a corner; thence North 44°58'16" West along the North margin of said Road for a distance of 2.00 feet to an iron pin for a corner; thence along a curve to the left of the North margin of Richland Road on a radius of 1,845.35 feet, a delta of 07°26'15" for an arc length of 239.34 feet for a chord measurement of North 48°41'24" West, 239.37 feet to an iron pin for a corner; thence North 52°24'31" West along the North margin of said Road for a distance of 529.32 feet to an iron pin for a corner; thence along a curve to the right of the North margin of Richland Road on a radius of 270.00 feet, a delta of 52°41'28" for an arc length of 248.30 feet, said curve has a chord measurement of North 26°03'47" West, 239.64 feet to an iron pin for a corner; thence North 00°16'46" East along the East margin of said Road for a distance of 434.03 feet to an iron pin for a corner; thence along a curve to the left on a radius of 640.00 feet, a delta of 51°21'38" for an arc length of 573.70 feet, said curve has a chord measurement of North 25°24'03" West, 554.69 feet to an iron pin for a corner; thence North 89°52'32" East, 1,234.39 feet to an iron pin located on the West line of the Alabama National Guard Armory property for a corner; thence South 00°32'09" East along the West line of said property for a distance of 593.53 feet to the point of beginning. Said parcel contains 30.41 acres, more or less.

Parcel I

Commence at the Southwest corner of Section 13, Township 19 North, Range 25 East, Auburn, Lee County, Alabama, thence North 32°45'00" East, 3,194.19 feet to a point located at the intersection of the West margin of North Donahue Drive and the North margin of Yarbrough Drive for a corner and point of beginning of the parcel herein to be described; from this point of beginning, thence South 38°11'49" West along the North margin of Yarbrough Drive for a distance of 73.33 feet to a point for a corner; thence South 79°20'36" West along the North margin of Yarbrough Drive for a distance of 144.58 feet to a point for a corner; thence along a curve to the right on a radius of 30.00 feet on a delta of 100°50'35" for an arc length of 52.80 to a point for a corner; thence North 00°11'11" East, 65.17 feet to a point for a corner; thence along a curve to the right on a radius of 360.88 feet, a delta of 18°25'55" for an arc length of 116.09 feet to a point; thence North 18°37'06" East, 100.00 feet to a point for a corner; thence along a curve to the left on a radius of 475.00 feet, a delta of 25°14'17" for an arc length of 209.23 feet to a point for a corner; thence South 85°56'13" East, 137.36 feet to a point located on the West margin of North Donahue Drive for a corner; thence South 01°48'19" East along the West margin of North Donahue Drive for a distance of 416.06 feet to the point of beginning. Said parcel is located in Section 13, Township 19 North, Range 25 East, Auburn, Lee County, Alabama and contains 2.00 acres, more or less.