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**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF TIVOLI SUBDIVISION**

**STATE OF ALABAMA
COUNTY OF LEE**

KNOW ALL MEN BY THESE PRESENTS, that:

The undersigned Declarant hereby adopts the following Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Tivoli Subdivision, which is intended to amend and restate in its entirety the Declaration of Covenants, Conditions and Restrictions of Tivoli Subdivision, recorded on the 11th day of October, 2012, and filed for record in Book 2401 at Page 490 in the Office of the Judge of Probate of Lee County, Alabama; the ratification of the Tivoli Subdivision Plat Phase 1A and the Declaration of Covenants, Conditions and Restrictions of Tivoli Subdivision, recorded on the 12th day of October, 2012, and filed for record in Book 2401, at Page 555, in the Office of the Judge of Probate of Lee County, Alabama; as amended by the Corrective Declaration of Covenants, Conditions and Restrictions of Tivoli Subdivision, recorded on the 13th day of November, 2012, and filed for record in Book 2403 at Page 217 in the Office of the Judge of Probate of Lee County, Alabama in order to attach the correct Exhibit "A" referred to in Section 4.5 (there being no other change or modification); the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on the 5th day of December, 2012, and filed for record in Book 2404 at Page 487 in the Office of the Judge of Probate of Lee County, Alabama; and the First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Tivoli Subdivision, recorded on the 6th day of August, 2013, and filed for record in Book 2419 at Page 360 in the Office of the Judge of Probate of Lee County, Alabama.

WHEREAS, LCR Tuscany, LLC was the original Declarant and was the Owner of Lots 1-13 in Tivoli Subdivision Phase 1A (hereinafter referred to as "Tivoli Subdivision Phase 1A"), located in Auburn, Lee County, Alabama, as shown by the plat of Tivoli Subdivision Milan Section recorded in Plat Book 34 at Page 117 in the Office of the Judge of Probate of Lee County, Alabama (the "Phase 1A Plat") and Tivoli Subdivision Milan Section Redivision of Lots 1-5 filed in Plat Book 34 at Page 133; and

WHEREAS, LCR Tuscany, LLC sold all of Lot 14 in Tivoli Subdivision Phase 1A as Cluster Homes and the Owners of Lots 14A-A, 14A-B, and 14A-D desired to keep their property protected by this Declaration of Covenants, Conditions, and Restrictions of Tivoli Subdivision and subjected their property to the same by a separate Ratification of Covenants, Conditions, and Restrictions of Tivoli Subdivision, and Lot 14A-C was to be excluded from these Covenants and is excluded from Tivoli Subdivision Milan Section as recorded in Plat Book 34 at Page 117 in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, LCR Tuscany, LLC was dissolved on August 23, 2018, and the Declarant became Auburdan, Inc., and

WHEREAS, in the First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Tivoli Subdivision, Auburdan was the Owner of certain Lots in Tivoli Subdivision as shown by the plat recorded in Plat Book 34 at Page 190 in the Office of the Judge of Probate of Lee County, Alabama and subjected all Lots (15-60) to the Covenants, Conditions, and Restrictions; and

WHEREAS, Auburdan had also previously sold completed residences on certain Lots in Tivoli and the Owners, as a condition of their purchase, were required to subject their property to the Declaration of Covenants, Conditions and Restrictions of Tivoli Subdivision and did subject their property to the Covenants and approved the Tivoli Plat by a separate Ratification of Covenants, Conditions and Restrictions of Tivoli Subdivision that was filed in the Office of the Judge of Probate in Lee County, Alabama; and

WHEREAS, Auburdan sold 27 Lots in Phase 3 to H&H Development Partners, LLC and transferred the Declarant Rights to H&H Development Partners, LLC (hereinafter referred to as "Declarant") as the assignee of the Declarant Rights and sole remaining owner of developed Lots in Tivoli;

WHEREAS, the Declarant desires to subject all of the above-described property in the Tivoli Subdivision to these Restrictions, and impose thereon, mutual and beneficial restrictions, covenants, terms, conditions and limitations (herein for convenience sometimes referred to collectively herein as "Restrictions") for the mutual benefit of all the Lots in the Subdivision, with the exception that Tivoli Lots are not bound by the same square footage and building requirements as the Tivoli Milan Lots, as set forth hereafter; and

WHEREAS, the Restrictions contained herein shall apply to each Lot forming part of the Tivoli Subdivision, as well as to any future phases which the Declarant may submit to this Declaration as Additional Property. Lot 14A-C shall be excluded from these declarations and is excluded from Tivoli Subdivision Milan Section as recorded in Plat Book 34 at Page 117 in the Office of the Judge of Probate of Lee County, Alabama, by ratification of the Owner(s), in Tivoli Subdivision Phase 1A, all as shown on the Phase 1A Plat.

NOW, THEREFORE, Declarant does hereby proclaim, publish and declare that all Lots in Tivoli Subdivision are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied, and improved subject to the following Restrictions which shall run with the land and shall be binding upon Declarant and upon all parties having or acquiring any right, title, or interest in and to each such Lot or any part or parts thereof subject to such restrictions.

1. DEFINITIONS. As used throughout this Declaration, the following terms shall have the meanings set forth below, which meanings shall be applicable to both the singular and plural forms and tenses of such terms:

1.1 Additional Property. The term "Additional Property" shall mean and refer to any real property and any Improvements situated thereon lying adjacent to or in close proximity with the Subject Property which Declarant may from time to time submit and add to the provisions of this Declaration.

1.2 Architectural Control Committee. The term "Architectural Control Committee" or "ACC" shall refer to the committee appointed by Declarant pursuant to Paragraph 7 of this Declaration.

1.3 Association Properties. The term "Association Properties" shall mean and refer to any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter designated by Declarant as Association Properties or held for the common use and enjoyment of the Owners. All Association Properties are to be devoted to or intended for the common use and enjoyment of the Owners, their families, guests of the Owners, or persons occupying residential accommodations of Owners on a guest or tenant basis.

1.4 Cluster Home. The term "Cluster Home" shall mean a residential living unit that is connected with other residential living units that share a common structure of which up to four residential units are maintained on adjoining Lots.

1.5 Common Areas. The term "Common Area(s)" shall mean and refer to all real and personal property owned by the Association for the common use and enjoyment of the Owners. Common Areas shall include recreational areas and any other areas or improvements on or within the Subdivision which are designated as Common Areas by the Declarant. Land and/or improvements designated as Common Areas shall not mean that the public, or any Owner, acquires an easement of use or enjoyment or any other rights, licenses, or benefits therein to use such Common Areas, unless specifically granted herein

1.6 Declarant. The term "Declarant" shall mean H&H Development Partners, LLC, its successors and assigns, as Assignee to Auburdan, Inc.

1.7 Dwelling. The term "Dwelling" means the structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.

1.8 Lot. The term "Lot" shall mean and refer to any unimproved designated portion of the Property upon which it is intended that a Dwelling be constructed thereon. Upon the recordation of any subdivision plat for any portion of the Property, each Lot indicated thereon shall be deemed a Lot for purposes of this Declaration. A parcel of land shall be deemed unimproved and thus considered to be a Lot rather than a Dwelling, until the Improvements constructed thereon are sufficiently complete and a Certificate of Occupancy has been issued by the City of Auburn. Upon such completion, such Lot and the Improvements thereon shall collectively be considered to be a Dwelling for purposes of this Declaration.

1.9 Owner. The term "Owner" means any person, firm, corporation, partnership, association, trust, Limited Liability Company or other legal entity or any combination thereof that owns the fee simple title to a Lot.

1.10 Property. The term "Property" or "Properties" or "Subject Property" shall mean and refer to the sum of real property that is part of Tivoli Subdivision, made up of land as shown in Plat Book 34 at Page 117, Plat Book 34 at Page 133, Plat Book 34 at Page 190, Plat Book 35 at Page 84, Plat Book 37 at Page 35, Plat Book 35 at Page 185, Plat Book 36 at Page 77, Plat Book 36 at Page 112, Plat Book 34 at Page 133, and Plat Book 37 at Page 119; and shall further refer to such Additional Property as may hereafter be annexed by amendment to this Declaration or which is owned in fee simple by the Association.

2. GENERAL DECLARATION. Declarant hereby declares that the Subject Property is and shall be subject to the easements, covenants, conditions, restrictions, charges, liens, and regulations of this Declaration; 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 the property and shall be binding upon and inure to the benefit of Declarant and upon the Owners and Occupants.

2.1 Declarant Rights. Declarant shall have the right, but not the obligation, for so long as Declarant owns any Lot or Dwelling in the Subdivision, to make improvements and changes to all Common Areas and to all Lots or Dwellings owned by Declarant, including without limitation: (i) installation and maintenance of any improvements in or to the Common Areas; (ii) changes in the location of the boundaries of any Lots or Dwellings owned by Declarant or of the Common Areas; and (iii) installation and maintenance of any water, sewer, and any other utility systems or utility easements and facilities within the Common Areas.

2.2 Additional Property. Declarant reserves the right, in its sole discretion, at any time and from time to time, to add Additional Property to the provision of this Declaration. At the time any Additional Property is specifically submitted to the terms and provisions of this Declaration, then such Additional Property shall constitute part of the Subject Property. Submission of Additional Property need not be consented to or approved by any Owner, Occupant or Mortgagee of any Lot or Dwelling. An amendment to this Declaration shall refer to this Declaration stating the book and page number of recordation in the land records of Lee County, Alabama, where this Declaration is filed for record and contain a description of the Additional Property, and shall state that said Additional Property is conveyed subject to the terms and conditions in this Declaration. The number of votes in the Association shall be increased by the Number of Lots or Dwellings within the Additional Property which are added and submitted to the Declaration and there shall continue to be one vote in the Association per Lot or Dwelling. Said "one vote per one Lot" rule is subject to Section 3.1 herein.

2.3 Subdivision Plat. Declarant 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 Declarant may deem necessary with regard to the Declarant 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 Subject Property indicated thereon as if such subdivision plat were specifically incorporated into this Declaration and no approval thereof shall be required by any Owner, Occupant or Mortgagee of any Lot or Dwelling. Notwithstanding anything provided to the contrary in this Declaration, Declarant may at any time, or from time to time, divide and re-divide, combine and re-subdivide any Lot owned by Declarant.

2.4 Reservation of Maintenance Easement. Declarant does hereby establish and reserve for the Association, its agents, employees, heirs, successors, and assigns a permanent and perpetual right and easement to enter upon any Lot or Dwelling for the purpose of mowing, removing, clearing, cutting, 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 Subdivision. Said easement shall not impose any duty or obligation upon Declarant or the Association to perform any of the foregoing actions.

3. USE AND BUILDING STANDARDS. All Lots are restricted to private residences and shall not be improved, used, or occupied for other than single family residence purposes; provided, however, that shall not prohibit the Declarant from using any Lot as an office or modeled for sales and promotion purposes. No Lot shall be subdivided without the consent of the Declarant and/or the Architectural Control Committee.

3.1 Building Location. No building shall be erected nor located on any Lot nearer to the right of way line than the minimum building setback lines as required by the City of Auburn. These minimum setback line restrictions shall also apply to the garage. If the Owner of one Lot, however, shall purchase a second Lot, and the second Lot purchased adjoins the first, the setbacks for the side Lot line may be waived by the Owner and said Owner may construct a Dwelling house on both said Lots, subject to the front Lot line and rear Lot line setback requirements, and these restrictive covenants herein set out shall govern both said Lots as one unit, including limiting the Owner to one vote since the Lots are utilized as one unit and the Lot Owner may not thereafter sell either Lot or any part thereof separately, but the Lot Owner must sell the two (2) Lots as one track or parcel of land. For purposes of this Section, eaves, steps, and open porches shall not be considered as a part of the structure; provided, however, that this shall not be construed so as to prevent any portion of a structure on a Lot be located nearer than the required side Lot line or any structure on an adjacent Lot, whichever is greater. The Architectural Control Committee shall determine the building location as set forth herein.

3.2 Completion Date. Construction of a Dwelling shall begin within a period of two (2) years from the date on which a Lot is conveyed by the Declarant to the purchaser thereof, unless such two (2) year period is extended by a written instrument duly executed by the Declarant. During the period before construction, following conveyance by Declarant and during the period prior to construction, the Lot shall be mowed and maintained by the Lot Owner. Construction of a Dwelling shall be by a duly licensed contractor(s) or by the Lot Owner(s). Construction of any Dwelling shall be completed within one (1) year from the date of beginning, unless a waiver from

the required completion date shall have been approved in writing by the Architectural Control Committee. Residency in any Dwelling shall not be permitted until the City of Auburn has issued a Certificate of Occupancy.

3.3 Single Family Dwelling. No Dwelling shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family dwelling not to exceed two and one-half (2½) stories in height unless otherwise approved, in writing, by the Architectural Control Committee.

Residency within a Dwelling is limited to a single family. The term "family" in this instance shall mean two or more persons residing in a single dwelling unit where all members are related by blood, marriage, adoption, or guardianship up to the second degree of consanguinity. For these purposes, "consanguinity" means husbands and wives, brothers and sisters, parents and children, grandparents and grandchildren, uncles and aunts, nephews and nieces, and first cousins.

3.4 Dwelling Size. No Dwelling shall be permitted on any Lot with a living floor (heated) area of the main structure, exclusive of porches, whether one or two story or whether screened or not, basements, walk out basements and lower level and garages, of less than 2,350 square feet on Lots 1-12 shown on the Tivoli Subdivision, Milan Section recorded in Book 34 at Page 117 in the Office of the Judge of Probate of Lee County, Alabama and Lots 15-60 of the Tivoli Plat, recorded in Book 34 at Page 190 in the Office of the Judge of Probate of Lee County, Alabama, and all other Lots not herein mentioned but that are a part of Tivoli Subdivision. Exceptions may be made in square footage requirements only if approved by Declarant and the Architectural Control Committee in writing.

3.5 Materials. Prior to construction, plans, landscaping, colors, and material selections must be approved by the Architectural Control Committee. All buildings shall be constructed of materials approved by the Architecture Control Committee. It is the desire of the Declarant for homes to be constructed in such a manner that the exteriors will require little maintenance. Any exposed block foundations shall be mortar-washed or stuccoed. The exterior of any Dwelling constructed must be masonry or stucco on at least three sides; rear exterior material may be stucco, stone, fiber cement or brick. Exceptions to this can be only by unanimous written consent of the Architectural Control Committee. The roof pitch of all residences shall be not less than eight (8) inches/twelve (12) inches and shall maintain a minimum of a one (1) foot overhang. Soffit and fascia materials may be vinyl.

3.6 Compliance by Builder, Lot Owner with Soil Erosion Plan. During the construction of each structure, every reasonable effort shall be made, by the builder and/or Lot Owner, to control erosion on the construction site in accordance with recommendations issued by the Best Management Practices as determined by the City of Auburn. The builder and/or Lot Owner shall indemnify and hold Declarant harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which may arise out of or are connected with, or claimed to arise out of or connected with, any work done by builder, builder's employees, agents, or subcontractors that is not in compliance with the erosion control plan implemented by the Declarant.

3.7 Residential Use. Lots may be used only for residential purposes of a single family and for ancillary business or home office uses. A business or home office use shall be considered ancillary so long as: (a) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (b) the activity conforms to all zoning requirements for the Properties; (c) the activity does not involve regular visitation of the Lot by clients, customers, employees, suppliers, or other invitees of door-to-door solicitation of residents of the Properties; (d) the activity does not increase traffic or include frequent deliveries within the Properties; and (e) the activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board. There shall be no solicitation by any person in the Properties for charity, food delivery, or for any cause whatsoever.

4. HOMEOWNERS ASSOCIATION. The Tivoli Homeowner's Association, Inc., hereinafter referred to as the "Homeowner's Association" or "Association", shall be created by the Declarant. Each Owner of a Lot in this Subdivision shall be a member of the Association, unless specifically excluded herein, and shall be entitled to cast one (1) vote at all meetings for each Lot that is owned, subject to Paragraph 3.1 herein. After its creation by the Declarant, the Association shall conduct a meeting at least once annually to organize itself, create a budget, and to elect its officers. The Association shall levy and collect annual dues and assessments for the overall upkeep of Common Areas of the community. Annual dues for all Lots shall be based on the budget created by the Board of Directors and approved by the Association. Dues and Assessments are addressed in Section Six (6) below. Any such dues will be levied equally on each Lot, subject to Section 3.1 herein. Failure to pay said assessments or annual dues shall be a violation of these covenants and restrictions. Any such assessments or annual dues shall be billed by the Association to the Owner of each Lot annually. There will be no proration for a partial year of Ownership. Said dues and assessments, including interest, costs of collection and attorneys' fees, if any, as hereinafter provided, shall be a lien in favor of the Association upon the Lot against which such dues and assessments are charged until discharged by payment or released by the Association, which lien may be enforced in accordance with the laws of the State of Alabama. The Association may, but need not, publicly record such notices of undischarged liens arising hereunder as it deems appropriate and may, but need not, bring a separate independent action in any court to enforce payment of, or to foreclose, the lien created hereunder.

5. RIGHTS & OBLIGATIONS OF THE ASSOCIATION.

5.1 The Common Area. The Association shall be responsible for the management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep it in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof.

5.2 Personal Property and Real Property for Common Use. The Association, through action of its Board, may acquire, hold, manage, and dispose of tangible and intangible personal property and real property.

5.3 Rules and Regulations Sanctions; Enforcement. The Association, through

its Board, may make, adopt, and enforce reasonable rules and regulations governing the use of the Common Areas, which rules and regulations shall be consistent with the rights and duties established by this Declaration and the Bylaws.

Each Owner shall comply strictly with the Bylaws, the rules and regulations, and with the covenants, conditions and restrictions set forth in this Declaration, any and all survey restrictions, and in the deed to his or her Lot, if any, as any of the foregoing may be lawfully amended from time to time.

If an Owner does not comply with the Declaration, Bylaws, or rules and regulations, the Board may impose sanctions, which may include suspension of the right to vote and the right to use the Common Area and reasonable monetary fines, which shall constitute a lien upon the Owner's Lot and which may be collected as provided herein for the collection of assessments.

Failure to comply with this Declaration, the Bylaws, or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board, on behalf of the Association or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot or any portion of the Common Area to abate or remove, using such force as may be reasonably necessary, any thing or condition that violates this Declaration, the Bylaws, or the rules and regulations. The Board shall give the violating Owner ten (10) days written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner, and shall be collected as provided for herein for the collection of assessments.

5.4 Procedure. In the event any of the terms or provisions of this Declaration, the architectural standards, the Articles of Incorporation, the Bylaws, or any rules and regulations of the Association are violated by any Owner or Occupant, or the respective agents, contractors, or invitees of any Owner or Occupant, the Board shall not impose a fine, suspend voting rights, or infringe upon or suspend any other rights pursuant to Section 5.3 above unless written demand, including by electronic mail, to cease and desist from an alleged violation shall be served upon the Owner responsible for such violations, which demand shall specify:

- (i) The alleged violation;
- (ii) The action required to abate such violation; and
- (iii) A time period of not less than ten (10) business days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the architectural standards, the Articles of Incorporation, the Bylaws, or any rules and regulations of the

Association may result in the imposition of sanctions.

5.5 Additional Powers of the Association. In addition to the rules and regulations referenced above and throughout this Declaration, the Association shall have the following powers:

(a) To fix and to collect assessments or other charges to be levied against the Lots and/or Lot Owners; and

(b) To manage, control, operate, maintain, repair and improve the Common Area(s) and any facilities located thereon, and property subsequently acquired by the Association, or any property owned by another, for which the Association by rules, regulation, the Declaration or contract has a right or duty to provide such services; and

(c) To enforce covenants, conditions or restrictions affecting any property to the extent the Association may be authorized to do so under the Declaration or Bylaws; and,

(d) To engage in activities which will actively foster, promote and advance the common interests of all Lot Owners in the Development; and

(e) To buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and with real, personal and mixed property of all kinds and any right or interest therein for any purposes of the Association; and

(f) To borrow money for any purpose except as may be limited in the Declaration or Bylaws: and

(g) To enter into, make, perform or enforce contracts of every kind and description, and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation or other entity or agency, public or private; and

(h) To act as agent, trustee or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interest in such corporations, firms or individuals; and

(i) To adopt, alter and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, that such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration.

5.6 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, the Bylaws, or the State of Alabama, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

6. ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (i) annual assessments and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, including reasonable attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, including reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

6.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for promoting the health, safety, pleasure, and welfare of the Owners of the Lots and costs and expenses incident to the operation of the Association and its Common Expenses, including without limitation, the maintenance and repair of the Association Properties and improvements thereon, the maintenance of services furnished by the Association, the purchase of insurance by the Association, the repair and replacement of improvements on the Association Property, payment of all taxes, payment of any mortgage or other loan, insurance premiums and all costs and expenses incidental to the operation and administration of the Association, and establishment and maintenance of a reasonable reserve fund or funds.

6.3 Computation of Annual Assessments. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated common expenses of operating the Association for the coming year, such budget to include a capital contribution or reserve account in accordance with the capital needs of the Association. The budget and the proposed annual assessments to be levied against each Lot shall be delivered to each Owner no later than ten (10) days prior to such annual meeting. The annual assessments shall be equally divided among the Lots so that the annual assessments shall be the same for each Lot. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by a vote of a majority of the Owners voting in person or by proxy at such meeting. In the event the proposed budget is not approved, or the Board fails for any reason to determine the budget for the succeeding year, then until a budget has been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proved inadequate for any reason, the Board may call a meeting of the Association for the approval of a special assessment.

6.4 Special & Specific Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments for common expenses, applicable to that year only, provided that any such assessments shall have the approval of two-thirds (2/3) of the votes of the members voting in person or by proxy at a meeting duly called for such purposes.

In addition to the annual assessments authorized above, the Association shall have the power to levy Specific Assessments against a particular Lot as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Lot(s) or occupants thereof upon request of the Owner pursuant to special services which the Board may from time to time authorize to be offered to Owners and occupants, which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner;

(b) to cover the costs associated with maintenance, repair, replacement and insurance of any exclusive Common Area assigned to one (1) or more Lots; and

(c) to cover all costs incurred in bringing the Lot(s) into compliance with the terms of the Governing Documents or costs incurred as a consequence of the conduct of the Owner or Occupants of the Lot(s), their agents, contractors, employees, licensees, invitees, or guests.

In addition, fines levied by the Association as set forth in the Association's governing documents shall constitute Specific Assessments.

6.5 Notice. Written notice of any meeting called for the purpose of taking any action authorized under this Section shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting.

It is the intent of the Board of Directors to transition to email communication to provide notice to Owners, but the Board also understands that email addresses may change and/or communication may not be received as expected. Therefore, the Board of Directors will make its best effort to provide notice either by email communication or United States mail, addressed to the Owner at his/her street address, to ensure that proper notice is given.

6.6 Date of Commencement of Annual Assessments: Due Dates. The obligation to pay assessments shall commence as to each Lot on the date which the Lot is conveyed to an Owner other than the Declarant. Anything contained herein to the contrary notwithstanding, Declarant, on behalf of itself and its successors and assigns, covenants and agrees to pay the annual assessments for each Lot owned by Declarant that contains a residence that has been issued a Certificate of Occupancy by the local governing authority; provided however, that Declarant shall not be responsible for assessments on Lots not containing a residence that has not been issued a Certificate of Occupancy by the local governing authority. The due dates shall be established by the Declarant. Upon demand, and for a reasonable charge, the Association shall furnish a Certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed Certificate of the Association as the status of assessments on a specified Lot is binding upon the Association as of the date of its issuance.

6.7 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments that are not paid when due shall be deemed delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of

delinquency at the maximum legal rate per annum. In such case, the Association may accelerate, at its option, the entire unpaid balance of the assessment and may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in like manner as a mortgage foreclosure on real property, and such Owner hereby expressly grants to the Association in connection with the foreclosure the irrevocable power of attorney to sell the said Lot subject to the aforesaid lien at the usual place for conducting sales at the courthouse in Lee County, Alabama, to the highest bidder for cause, after advertising the time, terms and place of said sale once a week for four (4) weeks immediately preceding such sale in the paper where Sheriff's advertisements for Lee County, Alabama are published. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners.

No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Association Properties, abandonment of his Lot, or by renunciation of membership in the Association. An Owner may give to the Association, nevertheless, subject to acceptance thereof by the Association, a deed in lieu of foreclosure. If an assessment is not paid on or before the date when due, the Association may also suspend the voting rights and right to use any Association Properties of such delinquent member. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on such member's Lot in favor of the Association.

6.8 Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money security deed representing a first lien on said property. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof shall not extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer pursuant to foreclosure or any proceeding in lieu thereof shall relieve such Lots from liability for any assessments thereafter becoming due or from the lien thereof.

6.9 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (i) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (ii) all Association Properties; (iii) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption; (iv) any Lot owned by the Declarant that does not contain a residence that has also not been issued a Certificate of Occupancy. Notwithstanding any provisions herein, no land or improvement devoted to Dwelling use shall be exempt from said assessments, charge or liens except Lots owned by the Declarant not containing an occupied residence.

6.10 Failure to Assess. Failure of the Declarant or Association to establish assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay General Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

7. STRUCTURE AND POWERS OF ARCHITECTURAL CONTROL COMMITTEE.

7.1 Intent. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Property, acknowledges that the Subdivision has been developed as a community harmonious with surrounding structures and topography and has landscaping and other site improvements consistent with the aesthetic quality of the Subdivision. Furthermore, it is also the intent of the Architectural Control Committee that all Improvements developed or constructed in the Subdivision shall be in conformance with all building, use, and other restrictions imposed by this Declaration and the Declarant, from time to time, and that all Improvements are maintained in a manner consistent with the aesthetic quality of the Subdivision.

7.2 Creation. The Tivoli Subdivision Architectural Control Committee ("hereinafter referred to as the "ACC" or the "Committee") is hereby created and shall consist of three (3) persons appointed by H&H Development Partners, LLC Inc. or its successors and assigns who shall serve until they are removed or have resigned. This Committee may designate any one of its members to act on its behalf. The Committee shall have the authority and power to approve all plans and specifications for all structures to be erected in the Subdivision. Said Committee may act as a representative of the Owners of the Lots in the Subdivision and may act to enforce the covenants and restrictions herein by due process of law.

7.3. Approval by Architectural Control Committee. No building or other structure shall be erected, constructed, placed, maintained, or altered on any Lot in this Subdivision until the building plans (including floor plans, external design, location with respect to Lot lines, topography, and finished grade elevations), specifications, and site plan showing the location of such building and driveway, have been approved in writing by the Architectural Control Committee. Two (2) sets of complete plans must be furnished, preferably electronically, one (1) of which will be retained by the Architectural Control Committee and one (1) will be returned to the Owner and/or builder. The Committee's approval or disapproval, as required in this Declaration, shall be in writing. No structure of any kind which does not fully comply with such approved plan shall be erected, constructed, placed, or maintained upon any Lot, and no changes or deviations in or from such plans as approved shall be made without the Committee's prior written consent. In the event the committee, or its designated representative, fails to approve or disapprove such design or location within ten (10) business days after said plans and specifications have been submitted to them, and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required and this covenant shall be deemed fully complied with. The plans must show floor plan, quality of construction, materials, outside colors to be used, and harmony of external design with existing structures and location with respect to Lot lines, topography, and finish grade elevations.

7.4 Buildings. The Architectural Control Committee, in advance of the construction of any such improvement, shall determine the placement of all buildings, including the Lot and building elevations. All improvements must comply with building set back lines established by the Plat. No alterations of location or any improvement prior to construction shall be made, and no improvement shall be physically placed in any other position, other than that located by the Architectural Control Committee without approval of the Architectural Control Committee. All expenses regarding such location placements, and the actual physical staking for the location of such physical improvements, shall be borne by the Lot Owner. The Architectural Control Committee will take into account the building restrictions and architectural control guidelines of the Subdivision but shall not be limited to the minimum requirements of the City of Auburn and may impose greater restrictions on location and placement of the building as determined in its sole and absolute discretion.

7.5 Landscaping. The landscaping plan for each Lot or Dwelling in the Subdivision shall be submitted to the ACC for approval according to the guidelines set forth above.

(a) Each Owner shall, to the extent practicable, attempt to incorporate into the landscaping plan for his Dwelling, the natural plant life existing on such Lot and shall otherwise take such steps which would, to the extent practicable, preserve the existing trees, plant life, and natural environment which exist on such Lot.

(b) All front and side yards of each Lot shall, unless approved by the ACC as a natural area or unless the same is landscaped with shrubbery and other approved plant life, be sodded with grass.

(c) All landscaping for a Lot shall be completed in accordance with the landscaping plan approved by the ACC no later than thirty (30) days following the issuance of a Certificate of Occupancy for the Dwelling situated thereon.

(d) No hedge or shrubbery planting that obstructs sight lines of streets and roadways shall be placed or permitted to remain on any Lot or Dwelling where such hedge or shrubbery interferes with traffic sight lines for roadways within the Subdivision. The determination of whether any such obstruction exists shall be made by the ACC, whose determination shall be final, conclusive, and binding on all Owners.

(e) No bird baths, fountains, reflectors, flagpoles, statues, lawn sculptures, lawn furnishings, artificial plants, rock gardens, rock walls, bird houses, or other fixtures shall be placed or installed within the front or side yards of any Lot or Dwelling, unless approved by the ACC.

(f) No vegetable, herb, or similar gardens or plants shall be planted or maintained in the front or side yards of any Lot or Dwelling or in the rear (back) yard of any Lot or Dwelling if the same would be visible from any street.

(g) The ACC may, from time to time, promulgate rules and regulations adopting an approved list of plant life that may be utilized on any Lot or Dwelling, which rules

and regulations may prescribe that a minimum number of plantings and tree types be established and utilized as part of the landscape for each Lot or Dwelling.

(h) No Owner shall allow the grass on his Lot or Dwelling to grow to a height in excess of six (6) inches, measured from the surface of the ground.

(i) Seasonal or holiday decorations (for example, Christmas trees and lights, pumpkins, Easter decorations, etc.) shall be promptly removed from each Lot or Dwelling as soon as such holiday passes.

7.6 Exterior Lighting. All exterior lighting for any Dwelling including, without limitation, free standing lighting and utility (flood) lights attached to a Dwelling, must be approved by the ACC.

7.7 Variance. The Declarant or the ACC, as applicable, in its sole and absolute discretion, may authorize variances from compliance with any of the building restrictions and architectural guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations justify a variance; however, under no circumstances shall the Declarant or the ACC, as applicable, be obligated to grant variances. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall (a) be effective unless in writing, (b) be contrary to this Declaration, or in conflict with any government code or regulation, or (c) estop the Declarant or the ACC, as appropriate, from denying a variance in other circumstances. If a variance is granted, no violation of building restrictions and architectural guidelines shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the building restrictions and architectural guidelines for any purpose except as to the particular Lot and particular provisions covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Lot including, but not limited to, zoning ordinances and set-back lines or requirements imposed by any governmental or municipal authority. The inability to obtain approval of any government authorities, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

7.8 Liability of Declarant and Committee Members. Neither Declarant, nor the Architectural Control Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors, or assigns shall be liable to anyone by reason of any mistake in judgment, negligence, or non-feasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any structure erected according to such plans or any drainage problems resulting therefrom. Every person and entity that submits plans to the Committee agrees, by submission of such plans, that the party making the submissions will not bring any action or suit against the Committee, the Declarant, or either of them to recover any damages or require the Committee or its representative to take or refrain from taking any action. Neither the submission of any complete set of plans to the Declarant or to the Committee for review by the Committee, nor the approval thereof by the Committee, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent Lot

Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

7.9 Committee Vacancies. In the event there is any vacancy created in the Committee, Declarant, its successors, and assigns shall have the right to appoint another person to fill said vacancy. If there be no Declarant nor its successors and assigns, then the Board of Directors shall appoint another person to fill said vacancy. Declarant may, at any time, relinquish its right to designate a Committee member or to fill any vacancy on the Committee and, upon its written relinquishment of the same, any vacancy on the Architectural Control Committee shall be filled by an appointment by the Board of Directors.

7.10 Building Restriction and Architectural Control Guidelines.

SEE EXHIBIT "A" for Tivoli Phase 1A Building Restrictions and Architectural Guidelines, which is attached hereto.

SEE EXHIBIT "B" for Tivoli Plat Book 34 at Page 190 Building Restrictions and Architectural Guidelines, which his attached hereto.

SEE ALSO SECTION 11 GENERAL COVENANTS AND RESTRICTIONS.

7.11 Enforcement. Declarant and the Association, acting separately or jointly, may preclude any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the requirements of the Architectural Control Committee from continuing or performing any further activities on the Property or from seeking or obtaining any approvals for any subsequent submittals. In addition to the foregoing, the Association and the Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the requirements and the decisions of the ACC.

8. MAINTENANCE.

8.1 Association Responsibility. Except as otherwise provided for herein, the Association shall maintain and keep in good repair all portions of the Association Properties and improvements thereon. The Association's responsibility with respect to the Association Property shall be deemed to include the maintenance, repair and replacement of (i) all road, driveways, walks/paths, community structures, parking areas and buildings and other improvements situated within the Association Property that are deemed private and not the responsibility of the local governing authority, (ii) such utility lines, pipes, plumbing, wires, conduits and systems which are a part of the Association Property that are deemed private and not the responsibility of the local governing authority or utility company, and (iii) all lawns, trees, shrubs, hedges, grass and other landscaping situated within or upon the Association Property.

8.2 Owner's Responsibility. Each Owner shall keep and maintain each Lot owned by him/her, as well as all landscaping located thereon, including the right of way, in good condition and repair, including but not limited to (i) repairing and painting (or other appropriate external care) of all structures; and (ii) the pruning and trimming of all trees, hedges and shrubbery so that

the same are not obstructive of a view by motorists or pedestrians of street traffic.

Each Owner shall be responsible for maintaining his/her Lot or Dwelling, as the case may be, in a neat, clean, and sanitary condition, both inside and outside of any Dwellings or Improvements thereto. Such responsibilities shall include, without limitation, maintaining at all times appropriate paint and stain finishes on all Dwellings and other Improvements, including approved fencing, and reroofing or replacing roofing shingles when the same become worn or would be replaced by a prudent Owner.

All areas of any Lot or Dwelling which are not improved by the construction of a Dwelling thereon shall at all times, along with beds, be kept reasonably free of weeds in order to fully keep all Lots and Dwellings in a well-kept landscaped condition. Grass, hedges, shrubs, vines, and any other vegetation of any type on any Lot shall be cut and trimmed at regular intervals at all times in order to maintain the same in a neat, safe, and attractive condition. Trees, shrubs, vines, plants, and other vegetation that die shall be promptly removed and replaced with living plants of like kind and quantity. Dead vegetation, stumps, weeds, rubbish, debris, garbage, and waste materials shall be promptly removed from any Lot or Dwelling and properly disposed of in accordance with the regulations set forth by the City of Auburn.

In order to implement effective control of this issue, the Board reserves for itself the right, after ten (10) days' notice to any Owner, to enter upon any Lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing or cutting underbrush, weeds, or other unsightly growth and trash which, in the opinion of the Board or the ACC, detracts from the overall appearance and safety of the Subdivision. Such entrance upon such property for such purposes shall be only between the hours of 7 a.m. and 6 p.m. on any day except Sunday and shall not be a trespass. The Board or the ACC may charge the Lot Owner a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity. The provisions of this paragraph shall not be construed as an obligation on the part of the Board or the ACC to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

9. EASEMENTS. Drainage and utility easements shall be designated on the plat of the Subdivision. Declarant reserves all rights as delineated in this Section of these Covenants.

9.1 Utility Easements. There is hereby created in favor of the Association an easement upon, across, over, through and under all of the Association Property for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television cable or communication lines and systems. An easement is further granted to the Association, its officers, agents, employees and any management company retained by the Association, to enter in or to cross over the Association Property and the Lots, to inspect and to perform the duties of maintenance and repair to the Association Property and the Lots, as provided herein. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Property except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Board.

9.2 Easements for Association. There shall be a general right and easement for the benefit of the Association, its directors, officers, agents and employees, including any management company retained by the Association, to enter upon the Association Property and the Lots to perform their respective duties.

10. INSURANCE. The Association's Board of Directors or its duly authorized agent shall have the authority to obtain insurance for all improvements on the Common Areas against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction for any such hazard and shall, also, obtain a public liability policy covering the Common Areas and all damage or injury caused by negligence of the Association or any of its agents. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association and all policies shall be for the benefit of the Association and its mortgagees, if any, as their interest may appear.

11. GENERAL COVENANTS AND RESTRICTIONS. This Section sets out certain use restrictions that must be complied with by all Owners and occupants of any Lot.

11.1 Rules and Regulations. In addition to the use restrictions set forth in this Section, the Board may, from time to time, without consent of the Members, adopt, promulgate, modify, or delete rules and regulations applicable to the Properties. Such rules shall be distributed to all Owners and occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and occupants until and unless overruled, canceled, or modified in a regular or special meeting by Members as set forth in the Association's governing documents.

11.2 Perimeter Fencing and Retaining Walls. The only perimeter fencing permitted shall be from the rear corners of each Dwelling, not more than six foot in height. The Architecture Control Committee shall determine the materials, color, and style of fence to be constructed, based on the plans submitted, which must conform to present architectural standards as set by the style of home thereon built and be approved by the Architectural Control Committee in writing, unless a variance from this fence requirement shall have been approved in writing by the Architectural Control Committee. The Architectural Control Committee has the sole discretion to allow a fence to come from the side of the house so long as the fence does not exceed the midpoint between the rear corners of the house and the front corners of the house. This paragraph is not to be construed to prohibit the planting or maintenance of hedges, shrubbery, or trees. No fencing is to be installed in easement areas or front yards unless approved in writing by the Architectural Control Committee. Retaining walls along a perimeter Lot line that poses a significant danger because of the drop off shall utilize a protective landscape screening. The Architectural Control Committee must approve all retaining walls in writing. After a fence has been approved by the ACC and built, the fence must be kept in good repair. The paint or stain must be maintained, and any broken areas must be fixed in a timely manner.

11.3 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance in the neighborhood.

11.4 Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding of any type or nature shall be used on any Lot at any time as a residence, temporarily or permanently. This covenant, however, shall not be construed to prohibit a construction trailer or the erection of a temporary field office by the Declarant or by another Builder or Contractor with written permission from Declarant or the Architectural Control Committee, that is used during construction of a residential Dwelling. Semi-tractors and trailers, school buses, mobile homes, motor homes, and house trailers are prohibited from being parked at any time on any Lot or any street in the Subdivision.

11.5 Pools and Playground Equipment. No above ground pools shall be permitted. No playgrounds shall be permitted unless approved in writing by the Architectural Control Committee. Evergreen screening around playground equipment may be required at the discretion of the Architectural Control Committee. No structures of any kind are allowed in the front yard or side yards on corner Lots. Basketball goals, or other similar type recreational structures, cannot be placed in street rights-of-way to allow for using the street as a court.

11.6 Detached Buildings. The construction and placement of not more than one (1) detached storage or pet shelter structures (maximum 200 square feet) to be used for the storage of lawn tools, toys, or any other personal property, or for the shelter of pets, must be of a quality construction and must be maintained in an attractive and neat appearance and compliment the architecture of the established home as determined by the Architectural Control Committee. All building and site plans for detached buildings shall be submitted to the Architectural Control Committee for review and approval before beginning construction. Any such detached buildings erected shall be erected near the rear half of said Lot and match the decor of the present residential Dwelling. The placement and construction of the detached structures are to be submitted to the Architectural Control Committee and must be in compliance with the City of Auburn building and set back requirements. The Architectural Control Committee shall have the authority to approve or disapprove the placement and construction of detached storage structures, and once approved and erected, the Architectural Control Committee shall have the authority to require protective screening around any detached structure. Some Lots are not conducive to the placement of detached structures, and such structures will not be allowed on such lots, at the sole discretion of the Architectural Control Committee.

11.7 Driveways and Sidewalks. No loose stone or cinder driveways shall be permitted. All driveways are to be a minimum of twelve (12) feet wide and must be constructed of brick, stone, or concrete. If constructed of concrete, the driveway shall be at least four (4) inches thick. The Architectural Control Committee must approve any variance from the above restrictions. A minimum three (3) foot wide and at least four (4") inches thick concrete sidewalk shall be constructed from the driveway to the front entry. All Owners are responsible for keeping the sidewalk in front of their Lot or Dwelling clean of trash, debris, grass or plant clippings, and any and all other things that could cause an obstruction on the sidewalk.

11.8 Signs. No sign of any kind shall be displayed to the public view on any Lot or Dwelling without prior approval by the ACC. One sign of not more than five (5) square feet advertising the home for sale, or a sign of any dimension used by a builder or Declarant and approved by Declarant to advertise the property during the construction and sales period is

permitted. There is reserved to the Declarant, its successors and assigns, the right to construct signs as they desire in order to foster the promotion and effect sales in the Subdivision. No "For Sale by Owner" sign shall be permitted on a vacant Lot advertising the asking price.

11.9 Animals, Livestock, and Poultry. Dogs, cats, and other domesticated animals in a total number not exceeding four (4) may be kept by each Owner provided they are not kept, bred, or maintained for any commercial use or sale. "Domesticated Animals" include dogs, cats, birds, and fish, but do not include wild, exotic or bizarre animals such as, but not limited to, pigs, snakes, reptiles, rodents or animals of similar import. The keeping of a dog or other domestic pet is not a right, but a conditional license that may be revoked as set forth below. Pets may not be tied outside without constant supervision. Any structure or area for the care, housing, or confinement of any pet shall be located at the rear of a Dwelling, shall not be visible from any street, and shall be constructed of materials and of a size approved by the ACC. All permitted pets shall be reasonably controlled by the owner whenever outside a Dwelling and shall be kept in such a manner as to not become a nuisance by barking or other acts. All Owners or occupants must strictly comply with all applicable laws and ordinances concerning pets. Noncompliance may result in the pick-up of animals by the appropriate governmental authorities. The owners of the pet shall be responsible for all of the pet's actions. Pets shall not be permitted in any lake, pond or other body of water or within any Common Area except in compliance with conditions established by the Board. If, in the sole opinion of the Board, any animal becomes dangerous or an annoyance or nuisance in the Properties or to nearby property or destructive of wildlife, then this conditional license may be terminated by the Board and such animal shall be removed from the Properties. In the event any of the conditions set forth in this Section 11.9 are violated, then this conditional license may be terminated by the Board, in its sole discretion, and such animal shall be removed from the Property. This provision shall not be construed to interfere with any provision under the Americans with Disabilities Act or any similar applicable federal, state or local law, ordinance or regulation. Service animals in active use shall be permitted on the Properties.

11.10 Debris, Garbage, and Refuse Disposal. No Lot, or contiguous Lot during the construction period, shall be used or maintained as a dumping ground for rubbish or brush. Trash, garbage, or other waste shall not be kept except in sanitary containers. During the construction period for any house, the builder or Lot Owner shall dispose of all construction related debris in a timely manner. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No Lot shall be used for the storage of old lumber, cars, materials, or debris, including grass clippings. All vacant Lots shall have the weeds and brush mowed so foliage does not exceed one (1) foot in height. Said mowing shall apply to all land within the building setback line. A lien in favor of the Declarant or Association shall be granted if Lot Owner fails to comply with keeping vacant Lot or improved Lot neat in appearance, or if Lot Owner fails to remove a dead tree from Lot in a timely fashion and Declarant or Association is forced to do so for public safety or aesthetic reasons.

11.11 Sight Distance at Intersections. No fence, wall, hedge, or shrub planting that obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of

the street lines; or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

11.12 Completion. Any structure begun must be completed within a period of one (1) year from the date of beginning. The side and rear yards of each Lot shall be planted with sod or ground cover and landscaped unless otherwise approved by the Architectural Control Committee. Lot Owner shall not permit any improvement, which has been partially or totally destroyed by fire or other casualty, to remain in such state for more than three (3) months from the time of such destruction or damage.

11.13 Recreational and Commercial Vehicles and Parking.

(a) Each Dwelling shall provide for parking for at least two (2) automobiles in garages equipped with garage doors. Carports shall not be permitted. Garage doors shall be constructed of such materials as are approved by the ACC. Garage doors shall be kept closed at all times, except when in use. No garage shall be converted to any use other than for the parking of vehicles therein without the approval of the ACC.

(b) The Declarant and/or the Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules; however, other than said designated areas, no vehicles of any type shall be parked on the street of the Subdivision except for the temporary parking of vehicles of guests of Owners of Lots. No automobile or non-commercial truck or van may be left upon any portion of the Properties, except in a garage, if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. Such vehicle shall be considered a nuisance and may be removed from the Properties. No motorized vehicles shall be permitted on pathways, sidewalks, or unpaved Common Areas except for golf carts and public safety vehicles authorized by the Board. In addition, no vehicle shall block the sidewalks.

(c) All automobiles owned or used by the Owner or Occupant of any Dwelling and their respective family members shall be parked in garages or driveways to the extent space is available. Garage space shall not be used for storage or for any other purposes if such use results in the garage being unavailable for the parking of vehicle(s) and such vehicle(s) are then parked in the street.

(d) No recreational vehicles shall be permitted to be parked or stored at any place on any Lot except for inside a closed garage. The term "recreational vehicles," as used herein, shall include, without limitation, motor homes, campers, mobile homes, boats, "jet skis" or other watercraft, trailers, other towed vehicles, motorcycles, minibikes, scooters, go-carts, golf carts, campers, buses, commercial trucks and commercial vans. Any recreational vehicle parked or stored in violation of this provision shall be considered a nuisance and may be removed from the Properties.

(e) No commercial vehicles shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved construction on said Lot, and except that they may be stored within garages. Small pick-up trucks or vans of the type commonly used as private passenger vehicles may be parked or stored in approved parking areas, so long as no commercial equipment or lettering or graphics is exposed to view. The term "commercial vehicle" shall include all automobiles, trucks and vehicular equipment, including station wagons, which bear signs or shall have printed on the same some reference to any commercial undertaking or enterprise. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.

(f) Service and delivery vehicles may be parked in the Properties during reasonable hours for such periods of time as are reasonably necessary to provide service or to make a delivery within the Properties.

(g) All vehicles shall be subject to such reasonable rules and regulations as the Board of Directors may adopt. Any vehicle parked in violation of this Section or parking rules promulgated by the Board may be towed in accordance with the Governing Documents.

11.14 Utilities and Television Antennas. All public utility services, either in the streets or on any Lots, including but not limited to electric, gas, telephone service, and cable television, shall be located underground and shall not be visible. No outside above ground television, AM, FM, or short-wave radio antennas of any type that are visible from the exterior ground level shall be erected or maintained on any Lots or structures in this Subdivision. Each Owner may, however, have on his Lot no more than one (1) satellite dish for electronic signal reception. No satellite dish may be placed in either the front or side yards of a Lot unless such restrictions (1) unreasonably delay or prevent installation, maintenance, or use, (2) unreasonably increase the cost of installation, maintenance, or use, or (3) preclude reception of an acceptable quality signal. The placement and size of the satellite dishes must be approved by the Architectural Control Committee before placement on any Lot. The Architectural Control Committee may also require protective screening. All street or Lot lighting shall be situated on posts with no lines visible. Owners shall assume all landscaping responsibility and restoration of paved or planted areas made necessary by maintenance, replacement, or expansion of the underground service facilities. Owner shall assume all responsibilities and cost if Owner chooses to substantially alter the grade in the utility easement, which would result in the utility company relocating their lines to provide adequate protection for said line. Owner shall allow accessibility to all strips in which underground service is located for operation, maintenance, or replacement of facilities. The Owner of any building erected on the property must pay any cost differential for underground service laterals.

11.15 Leasing Any Lease shall require, at a minimum, that the tenant acknowledge receipt of a copy of the Governing Documents (the Declaration of Covenants, Conditions and Restrictions; Articles of Incorporation; and Bylaws) and agree to abide by the terms of the Governing Documents. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing on such Owner's Lot, and for all guests, invitees of the Owner, or any such resident. In the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be

assessed a Specific Assessment for the same. Furthermore, any violation of any of the provisions of the Governing Documents, by any resident of any Lot, or any guest or invitee of an Owner or any resident of a Lot, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

With respect to any tenant or any person present on any Lot or any portion of the Properties, other than an Owner and members of such Owner's immediate family permanently residing with the Owner in the Lot, if such person shall materially violate any provision of the Governing Documents, or be a source of annoyance to the residents of the Properties, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association, such person shall be required to immediately leave the Properties and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Properties and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner as a Specific Assessment, and the Association may collect such Assessment and have a lien for the same elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.

The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with this Declaration and the Bylaws, in order to enforce the provisions of this Section.

11.16 Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be kept, parked, or stored on any part of the Common Area without the prior written consent of the Board. With the prior written approval of the Board of Directors, and subject to any restrictions imposed by the Board, an Owner or Owners may reserve portions of the Common Area for use for a period of time as set by the Board. Any such Owner or Owners who reserve a portion of the Common Area as provided herein shall assume, on behalf of himself/herself/themselves and his/her/their guests, occupants and family, all risks associated with the use of the Common Area and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use. The Association shall determine an appropriate fee for reservation and use of the Common Areas.

11.17 Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might, in the sole discretion of the Board, disturb the peace, quiet, safety, comfort, or serenity or the occupants surrounding the property.

No noxious or offensive activity shall be conducted within the Properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property within the Properties. There shall not be maintained any plants or

animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes or as approved by the ACC, shall be located, installed or maintained upon the exterior of any Lot unless required by law. Any siren or device for security purposes shall contain a device or system which causes it to shut off automatically.

11.18 Storage of Materials, Garbage and Dumping. All garbage and recycling cans/containers shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. There shall be no dumping of grass clippings, leaves or other debris; rubbish, trash or garbage; petroleum products, fertilizers, or other potentially hazardous or toxic substances in any pond, lake, drainage ditch or stream within the Properties or on any Common Area, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff. Each Owner shall maintain its Lot in a neat and orderly condition throughout initial construction of a residential Dwelling and not allow trash or debris from its activities to be carried by the wind or otherwise scattered within the Properties. Each Owner shall keep roadways, easements, and other portions of the Properties clear of silt, construction materials, and trash from its activities at all times. Trash and debris during initial construction of a residential Dwelling shall be contained in standard size dumpsters or other appropriate receptacles and removed regularly from Lots and shall not be buried or covered on the Lot. Trash cans and containers shall not be moved to the street for collection more than twenty-four (24) hours before trash collection day and shall be brought from the street to the Lot or Dwelling within twenty-four hours after trash collection.

11.19 Combustible Liquid. There shall be no storage of gasoline, kerosene, propane, heating or other fuels, except for a reasonable amount of fuel that may be stored in containers appropriate for such purpose on each Lot for emergency purposes and operation of lawn equipment, grills, and similar tools or equipment and except as may be approved in writing by the ACC. The Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment. No exterior fires shall be permitted whatsoever, except fire pits and barbecue fires contained in proper receptacles, within the Properties (except as permitted by the applicable governmental authority during construction).

11.20 Notice of Transfer. In the event of any change in the identity of persons occupying a Dwelling as a result of a transfer, sale, gift, lease, sublease, assignment, death, birth, marriage, separation, divorce or otherwise, the Owner of any Dwelling shall immediately notify the Board or its designee in writing and provide the Board or its designee with the names of the occupants of the Dwelling and such other information as the Board or its designee may reasonably request.

11.21 Noise. All noise shall be maintained at a reasonable level in accordance with the laws of the City of Auburn, Alabama.

11.22 Outdoor Furniture, Recreational Facilities, and Clotheslines.

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

(b) Wood piles shall be located only at the rear or side of a Dwelling and shall be screened by appropriate landscaping from view from streets and, to the extent practicable, from adjacent Lots and Dwellings.

(c) Children's toys, swing sets, jungle gyms, trampolines, and other outdoor recreational equipment and appurtenances shall be allowed only in the rear of a Dwelling and shall, to the extent practicable, be located so that the same are not visible from any street.

(d) Freestanding playhouses and treehouses shall be permitted, but only after ACC approval of the same.

(e) Basketball backboards shall be placed in a location approved by the ACC.

(f) Outside clotheslines or other outside facilities for drying or airing clothes shall be prohibited on any Lot or Dwelling unless such clothesline or other facilities are screened by appropriate landscaping from view of any street and from any adjacent Lot or Dwelling. No clothing, rugs, or other items shall be hung, placed, or allowed to remain on any railing, fence, or wall.

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

11.23 Window Air Conditioners. No window air conditioners will be allowed on the front of any structure.

11.24 Mailboxes. All mailboxes shall be single-post, black, and of similar design, and shall be located in accordance with the overall architectural scheme of the residency and must meet requirements of the United States Postal Service.

11.25 Landscaping. Required landscaping must include plants as well as grass.

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

11.27 Lot Stakes. No Lot corner stakes may be removed and, in the event that such are removed or destroyed either during construction of Dwelling or at any other time, it shall be the responsibility of the Owner of the Lot to have such restored by a licensed surveyor at the

Owner's expense. The failure of a Lot Owner to restore or replace such Lot stakes in accordance with the final subdivision plat shall authorize the Declarant to have such work performed and to charge the expense thereof to the Owner.

11.28 Outside Storage. Outside storage of personal property shall not be allowed unless screened by enclosures, fences, or other devices for which plans and specifications have been first approved in writing by the Architectural Control Committee.

11.29 Windows, Window Treatments, and Doors.

(a) Other than those used by a manufacturer for solar heat gain, reflective glass shall not be permitted on the exterior of any Dwelling. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades, or other purposes.

(b) Appropriate window treatments shall be used on all windows. Sheets, bed linens, blankets, and paper or plastic bags are not appropriate window treatments.

11.30 Government Regulations. All government building codes, health regulations, zoning restrictions, laws, ordinances and other requirements applicable to the Properties shall be observed. In the event of any conflict between any provisions of any such governmental code, regulation, restriction, laws, ordinances, or requirements of any provision of this Declaration, the more restrictive shall apply.

The Declarant, the Board, and the ACC reserve the right to add to the above regulations from time to time, at their discretion, so long as these additions do not lower or minimize any of the requirements or standards set out herein.

12. GENERAL PROVISIONS.

12.1 Waiver or Amendment of Covenants. It is expressly provided that the Declarant, its successors, or assigns shall have the exclusive right for a period of ten (10) years from the date of recording of this Declaration to amend any or all of the restrictions or covenants herein contained. Such amendment shall be evidenced by the recording of a written amendment signed and recorded in the Office of the Judge of Probate of Lee County, Alabama and shall become effective upon such recording. This shall include the right to waive any part of the restrictions or conditions as to any particular Lot.

Subsequent to Declarant's termination of control, an amendment shall be proposed and adopted by the Association in the following manner:

(i) 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. Upon the termination of Declarant's control, any such proposed amendment must be approved by the Owners holding at least sixty-six and two-thirds percent (66 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, (ii) during any period in which Declarant owns a Lot in the Development, then Developer must approve such proposed amendment, and (iii) to the extent the proposed amendment affects any of the matters described below, then the provision below shall be applicable to such proposed Amendment.

(ii) Any and all amendments which have been approved in accordance with the provisions above shall be executed by all parties whose consent to the same is required, including the Owners holding at least sixty-six and two-thirds percent (66 2/3%) of the total votes in the Association; provided, however, that in the alternative, a sworn statement by 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.

12.2 Duration of Covenants. These Covenants and Restrictions are to run with the land and shall be binding on all parties and persons claiming protection under them for a period of thirty (30) years, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless terminated pursuant to this Declaration or the Bylaws.

12.3 Severability of Covenants. Invalidation of any one of the covenants or restrictions by judgment of a court of competent jurisdiction shall in no way affect any of the other covenants or restrictions and all other provisions of these covenants and restrictions shall remain in full force and effect.

12.4 Indemnification. The Association shall indemnify every officer and director against any and all expenses, including attorneys' fees imposed upon, or reasonably incurred by, any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. 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, and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to 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 Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

12.5 Enforcement of Covenants. The right to enforce these provisions by due process of law is hereby vested in each Owner of a Lot in this Subdivision and in the Homeowner's Association, its successors, and assigns. These covenants and restrictions may all be enforced by a civil action for damages and by any other appropriate remedy at law or in equity. If any person or persons shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons vested with the title of any of the Lots herein before described, the

Homeowner's Association, its successors and assigns, or the Declarant to proceed either in law or in equity, against such person or persons violating or attempting to violate any such covenants, and to enjoin them from so doing, to recover damages for such violation, and to seek all other appropriate relief. In the event that the Homeowner's Association or the Declarant should employ counsel to enforce any of the foregoing covenants and restrictions, all costs incurred in such enforcement, including reasonable attorneys' fees, shall be paid by the Owner of such Lot or Lots against whom such enforcement action is brought. The Homeowner's Association, or the Declarant, as the case may be, shall have a lien upon such Lot or Lots to secure Owner's payment of all such costs, which lien may be enforced as provided by these restrictions and the laws of the State of Alabama.

12.6 Effective Date. These Second Amended and Restated Covenants, Condition and Restrictions shall be deemed to be effective on November 8, 2019, and upon their recording in the Office of the Judge of Probate of Lee County, Alabama.

12.7 Captions and Genders. The captions preceding the various paragraphs and subparagraphs of this Declaration are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or the neuter.

12.8 Notices. It is the intent of the Board of Directors to transition to email communication to provide notice to Owners, but the Board also understands that email addresses may change and/or communication may not be received as expected. Therefore, the Board of Directors will make its best effort to provide notice either by email communication or United States mail, addressed to the Owner at his/her street address, to ensure that proper notice is given. Notices to the Association or Board shall be in writing and shall be addressed to the President of the Association at his/her residence address or an address as directed by the President or to his/her email address provided. Notices addressed as above shall be deemed delivered upon mailing by United States Registered or Certified mail or when delivered in person.

12.9 Amendment for Additional Property. Notwithstanding anything in this Declaration to the contrary, this Declaration may be amended unilaterally, from time to time, by the Declarant to add additional property to the Subdivision and to encumber the same with this Declaration. The consent of the Owners shall not be required for any amendment under this section by the Declarant to be effective.

12.10 Time of the Essence. In all instances where a Member, the Association, or the Board of Directors are required by the terms and provisions of this Declaration to pay any sum or to do any act at a particular indicated time within any indicated period, it is understood and agreed that time is of the essence.

12.11 Arbitration. All disputes and controversies of any kind and nature between the Members, the Association, and the Board of Directors arising out of or in connection with this Declaration as to the existence, construction, validity, interpretation or meaning, performance,

non-performance, enforcement, operation, breach, continuance, or termination thereof, including damages, shall be submitted to the arbitration of two (2) disinterested and competent persons who shall select a third, whose award shall be conclusive and binding on all parties. The parties stipulate and agree that the provisions of this Declaration as to arbitration shall be a complete defense to any suit, action, or proceeding instituted in any Federal, State, or Local Court, or before any administrative tribunal with respect to any controversy or dispute arising during the period of this Declaration. The arbitration provisions of this Declaration shall, with respect to controversies or disputes, survive the termination or expiration of this Declaration. Nothing contained in this Declaration shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to or subtract from any of the provisions of this Declaration. Any party may demand arbitration in writing by giving any other party thirty (30) days' notice. The arbitrator, as part of the arbitration award, shall determine which party or parties pay the costs of arbitration.

12.12 Further Assurances. Each Owner covenants and agrees to execute, sign, and deliver, or cause to be executed, signed, and delivered and to otherwise do or make, or cause to be done and made, any and all agreements, instruments, papers, deeds, acts, or things, supplemental, conformity, or otherwise, which may be reasonably requested by Declarant, the Association, or the ACC for the purpose of or in connection with clarifying, amending, or otherwise consummating any of the transactions and matters herein.

12.13 No Waiver. All rights, remedies, and privileges granted to Declarant, the Association, and the ACC pursuant to the terms and provisions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more of such rights, remedies, or privileges shall not be deemed to constitute an election of remedies nor shall it preclude the party exercising the same, or any other party, from pursuing such other and/or additional rights, remedies, or privileges as may be available to such party at law or in equity. The failure at any time to enforce any covenant or restriction set forth herein shall in no event be deemed a waiver of the right thereafter to enforce such covenant or restriction.

12.14 Binding Effects. The terms and provisions of this Declaration shall be binding upon each Owner, Occupant, and Mortgagee and the respective heirs, executors, administrators, personal representatives, successors, and assigns of each Owner, Occupant, and Mortgagee, and shall inure to the benefit of Declarant, the ACC, the Association, all of the Owners, and their respective Mortgagees and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

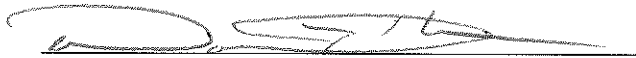
12.15 Conflict or Ambiguity. In the event of any conflict or ambiguity in the terms and provisions of this Declaration, the general rules of construction against one party as a result of that party having drafted this Declaration are hereby waived by each Owner and to the fullest extent allowed by law, no conflicts or ambiguity shall be resolved in favor of or to the advantage of one party as opposed to another in interpreting any ambiguity or conflict herein.

12.16 Governing Law. The laws of the State of Alabama shall govern the validity, interpretation, performance, and enforcement of this Declaration.

12.17 Legal Expenses. In the event either the ACC, its agents or representatives, or the Board, its agents and representatives, undertake any legal or equitable action to abate, enjoin, remove, or extinguish any violation or breach of this Declaration, then all costs and expenses incurred by either of them, including, without limitation, attorneys' fees and court costs, in enforcing any of the terms, provisions, covenants, or conditions of this Declaration, shall be paid for by the Owner against whom such action was initiated. The ACC, its agents and representatives, and the Board, its agents and representatives, are each hereby authorized to take any and all legal or equitable action as may be necessary under the circumstances to restrain or enjoin any such violation or breach or to otherwise seek monetary damages as a result of any expenses incurred by either the ACC or the Association to cure such violation or breach.

DECLARANT

H&H DEVELOPMENT PARTNERS, LLC



By: Woodson T. Harmon
Its: Manager

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned, a Notary Public in and for said County and State, hereby certify that **Woodson T. Harmon**, whose name is signed to the foregoing instrument, as Manager of **H&H Development Partners, LLC**, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8th day of November, 2019.

(NOTARY SEAL)



Notary Public

MY COMMISSION EXPIRES: 7/3/23