



## DECLARATION OF PROTECTIVE COVENANTS

STATE OF ALABAMA  
LEE COUNTY

HERITAGE SECTION and  
LOTS 1 through 16,  
DEER RUN SECTION

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, Wiley Williams, Billy J. Kirkley, J. W. Nall, Jr., and Rime Investments, a general partnership, (hereinafter collectively referred to as "Bent Creek Development Company"), are the owners of certain lots known as Heritage Section and Lots One (1) through Sixteen (16) of Deer Run Section of Bent Creek Subdivision, (hereinafter referred to as "Subdivision"), located in Opelika, Lee County, Alabama, as shown by the plat of Bent Creek Subdivision, Heritage Section, as recorded in Plat Book 9, at Page 83, and Bent Creek Subdivision, Deer Run Section, as recorded in Plat Book 9, at Page 82, all in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Bent Creek Development Company desires to subject said property and each lot located in said Subdivision to and impose upon said lots mutual and beneficial restrictions, covenants, terms, conditions and limitations (herein for convenience sometimes referred to collectively as "restrictions") for the benefit of all the lots in said Subdivision, and the future owners of said lots.

NOW, THEREFORE, Bent Creek Development Company does hereby proclaim, publish and declare that all of said lots are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following restrictions, which shall run with the land and shall be binding upon Bent Creek Development Company and upon all parties having or acquiring any right, title, or interest in and to the real property or any part or parts thereof subject to such restrictions. The restrictions contained herein shall apply only to lots in the Heritage Section of Bent Creek Subdivision and Lots 1 through 16 of the Deer Run Section of Bent Creek Subdivision, and shall not apply to any other land owned or that may become owned by Bent Creek Development Company even though such land may be contiguous with the land described above known as the Heritage Section of Bent Creek Subdivision or Lots 1 through 16 of the Deer Run Section of Bent Creek Subdivision.

### ARTICLE I

#### MUTUALITY OF BENEFIT AND OBLIGATION

SECTION 1.1 The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Subdivision and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all the other lots therein, to create reciprocal rights between the respective owners of said lots; and to create a privity of contract and estate between the grantees of said lots, their heirs, legal representatives, successors and assigns.

### ARTICLE II

#### ARCHITECTURAL CONTROL COMMITTEE AND REQUIREMENTS OF CONSTRUCTION

SECTION 2.1 Concept. It is intended that the Subdivision development will be a residential community of high esteem and of first class quality in homes in a delightful recreation-oriented environment.

2.2 Architectural Control Committee. The Architectural Control Committee (herein referred to as the "Committee") shall be composed of not less than three (3) members at all times. Regardless of the number on the Committee, at least a majority of the membership of the Committee shall be composed of owners of lots in the Subdivision, provided, however, that Bent Creek Development Company reserves the right to appoint the initial and successor members of the Committee, none of whom need be an owner of a lot in the Subdivision, until October 1, 1977, or until Bent Creek Development Company elects to terminate its control of the Committee, whichever shall first occur. After terminating control of the Committee by Bent Creek Development Company, as aforesaid, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers and duties. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. A majority of the Committee may designate one or more representatives to act for it.

The primary duty of the Committee shall be to examine and approve or disapprove all plans, including site plans, for construction of improvements on lots within this subdivision in accordance with the provisions of these covenants. The Committee shall have such other responsibilities, duties and authority as provided for, but the Committee shall not have any responsibility, duty or power not expressly provided for herein.

2.3 Plan Approval. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs, any later changes or additions after initial approval thereof and any exterior remodeling, reconstruction, alterations or additions thereto on any lot shall be subject to and shall require approval in writing of the Committee before any work is commenced. Construction may not be started before receipt of a Letter of Approval of the Committee, a copy of which must be signed by the Builder, or Owner, and returned to the Committee for retention.

2.4 Review Documents. One set of prints of the drawings and specifications (hereinafter referred to as "plans") for each house or other structure proposed to be constructed on each lot shall be submitted for review and approval or disapproval by the Committee. The plans submitted to the Committee shall be retained by the Committee. Said plans should be delivered to the general office of Bent Creek Development Company or the Chairman of the Committee at least thirty (30) days prior to commencement of construction. Each such plan must include the following:

2.4.1 All plans for structures shall be not less than 1/8 inch equals 1 foot scale.

2.4.2 All plans must take into consideration the particular topographic and vegetative characteristics of the lot or lots involved.

2.4.3 All plans must state the elevations of all sides of the proposed structure as such sides shall exist after finished grading has been accomplished.

2.4.4 The foundation and floor plan(s) shall show the existing grade on each elevation in order that the extent of cut and/or fill areas may be easily and clearly determined.

2.4.5 The site plan shall show all outlines, setbacks, all trees over six inches in diameter as measured two feet above ground and the species thereof, drives, fences, and underground trench locations at a scale of one inch equals twenty feet. No trees except diseased or damaged trees, may be cut or removed until the plan and siting are approved.

2.4.6 All plans must include a summary specifications list of proposed materials and samples of exterior materials which cannot be adequately described and of materials with which the Committee is unfamiliar.

After the plan for the structure is approved, the house or other structure must be staked out and such siting approved by the Committee before tree cutting or grading is done. No tree may be cut or removed other than that required for necessary staking until both the plan and siting are approved by the Committee.

2.5 Design Criteria, Structure.

2.5.1 It is the intent of this development to maintain itself with as many natural surfaces and textures as possible. The following exterior materials, among others, are acceptable:

- (a) Brick in natural earth tones.
- (b) Vertical or horizontal wood siding, stained or bleached.
- (c) Stone.
- (d) Wood shakes, or natural colored asphalt shingles or slate siding.
- (e) Stucco, in limited quantities, in natural earth tones paint.

In intent, this criteria frowns upon the practice of placing materials on the sides and back of a residence that are essentially different from the front elevation.

2.5.2 Openings of garages should not be visible from the street. In cases where it is unavoidable and openings of garages are visible or partially visible from a street, garage doors shall be installed. This does not include carports.

2.5.3 No window air conditioner shall be installed on the front of a residence.

2.5.4 Underground electrical distribution is the intent of this development and no overhead electrical wiring shall be permitted, unless approved by the Architectural Control Committee.

2.5.5 All outside radio and television antennas shall be installed in such a way as not to be esthetically offensive from the main road and shall be placed on the back side of the roof or the back side of the chimney.

2.5.6 Swimming pools will be permitted. However, fencing of swimming pool areas must be within achieved set-back lines.

2.5.7 Dust abatement and erosion control measures shall be provided by the contractor or owner in all stages of construction.

2.5.8 Where possible, concrete, brick or stone curved walkways are encouraged. Curved driveways are preferred and the driveway surface must be approved by the Committee.

2.5.9 All mailboxes shall be designed and located in accordance with the overall architectural scheme of the residency, and must meet requirements of the United States Postal Service.

2.5.10 During the construction, all vehicles, including those delivering supplies, must enter the building site only on driveways approved by the Committee and such vehicles must be parked on the building lot where the construction is under way so as to not unnecessarily damage trees.

2.5.11 All building debris, stumps, trees, etc., must be removed from each lot by builder as often as necessary to keep the house and lot attractive. Such debris shall not be dumped in any area of Bent Creek Development Company.

2.5.12 During construction, builder must keep homes and garages clean and yards cut.

2.5.13 Plans for landscaping must be submitted to the Committee for approval. A minimum of \$500.00, excluding the cost of rough grading, must be allotted for landscaping of each lot. On corner lots, lots without trees and lots adjacent to the golf course, the landscaping allowance shall be increased to \$750.00.

2.5.14 It is preferred that no chain link fences may be used. All fences, including fences for back yards and swimming pools, must be approved by the Committee prior to construction.

2.5.15 There shall be no signs nailed to trees at any time. All builders' and contractors' signs are to be removed from the lot after the house has been completed.

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

2.5.17 No outside clothes lines shall be permitted without proper screening or enclosure.

2.5.18 No exterior above ground liquified fuel storage containers in excess of ten (10) gallons of any kind shall be permitted.

2.5.19 No lot corner stakes may be removed and in the event that such are removed or destroyed either during construction of a 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 lot 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 Bent Creek Development Company to have such work performed and to charge the expense thereof to the owner.

The Architectural Control Committee reserves the right to change, alter, and add to the above regulations from time to time at its discretion.

2.6 Neither the Committee nor any architect nor agent thereof nor Bent Creek Development Company shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

### ARTICLE III

#### EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

SECTION 3.1 All lots in the subdivision shall be known and described as residential lots and shall be used for single family residential purposes exclusively and no lot shall be subdivided so as to reduce the size of the lot except that any lot may be divided so as to add the subdivided parts thereof to adjoining lots to create larger lots, such larger lots to be subject to these covenants. This shall not prohibit the construction of one residence upon two (2) or more lots.

3.2 No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family residence not to exceed two (2) stories or twenty-one (21) feet front plate height, or on uphill lots, three (3) stories or twenty-eight (28) feet front plate height, and a private garage for not more than three (3) cars.

3.3 Except as otherwise provided, every dwelling building on any lot, exclusive of one story open porches, garages, carports and finished basements, shall each have not less than 1,750 square feet of floor space on the main floor, with a ceiling height of not less than eight (8) feet in all enclosed, heated, habitable areas, except that in two story dwellings not less than 2,300 square feet of total floor space in habitable areas, the main floor requirement may be reduced to not less than 1,500 square feet of area exclusive of the nonhabitable areas and in dwellings designed as "story and a half", the main floor area may be reduced to not less than 1,750 square feet of habitable area provided that the combined habitable space on both levels totals not less than 2,100 square feet of habitable floor space, and in dwellings designed as "split level" where the floor levels of habitable spaces are separated so that ground levels are in differing elevations, the main floor area requirements may be reduced to 1,500 square feet in the aggregate of two of such floor levels, so long as all habitable spaces have a ceiling height of eight (8) feet and the combined floor area of all levels is not less than 2,300 square feet of habitable area.

3.4 No more than a single family unit shall occupy any dwelling house.

### ARTICLE IV

#### GENERAL PROHIBITIONS AND REQUIREMENTS

SECTION 4.1 It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

4.2 All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. In order to

implement effective control of this item, Bent Creek Development Company reserves for itself and its agents and the Committee, the right, after ten (10) days notice to any lot owner, to enter upon any residential 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 Bent Creek Development Company or the Committee detracts from the overall beauty and safety of the Subdivision. Such entrance upon such property for such purposes shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and shall not be a trespass. Bent Creek Development Company or the Committee may charge the 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 Bent Creek Development Company or the Committee to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

4.3 No animals, livestock or poultry of any kind or description, except the usual household pets, shall be kept on any lot, provided that no household pet may be kept on any lot for breeding or commercial purposes and no household may maintain more than three (3) dogs and three (3) cats for more than sixty (60) days.

4.4 No noxious, offensive or illegal activities shall be carried on upon any lot nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the neighborhood.

4.5 No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any lot above the surface of the ground except hoses and movable pipes used for irrigation purposes.

4.6 No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition and shall be so placed, buried or screened by shrubbery or other appropriate material approved in writing by the Committee so as not to be visible from any street or golf fairway or green within sight distance of the lot at any time except during periods of refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. Violation of this subsection of these covenants shall subject the owner of the lot to the penalty of a stipulated liquidated damage sum of \$50.00 for each day during which such violation continues. The recovery of such damages shall be available to Bent Creek Development Company or to any owner of other lots subject to these covenants except that the violator shall not be required to pay damages to more than one person or entity for such violation.

4.7 All signs, billboards or advertising structures of any kind are prohibited except builder and sub-contractor signs during construction periods as authorized in Section 2.5.15 above and except one professional sign of not more than two (2) square feet to advertise the property during sale period. No sign shall be permitted to be nailed or attached to trees.

4.8 No structure of a temporary character, mobile home, recreational vehicle, trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling are completed and a certificate, or other satisfactory evidence of completion is received by the Owner or contractor from the Building Official of the municipality where the property is located.

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

4.10 No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above any 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 case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply to any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. Except as herein provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight-lines. Any such tree of a rare or unusual species may be permitted to remain in place upon application to and written permission from the Committee and approved by the appropriate city official or department.

4.11 No boat, boat trailer, house trailer, mobile home, camper, motor home, recreational vehicle or similar equipment or vehicle shall be parked or stored on any road, street, driveway, yard or lot located in the Subdivision for any period of time in excess of twenty-four (24) hours except in enclosed garages. No trucks larger than three-fourths (3/4) ton GVW and no tractors or other excavating machinery shall be parked or stored on any road, street, driveway, yard or lot located in the subdivision for any period of time in excess of twenty-four (24) hours except during the period of construction on the lot.

4.12 No profession, business, home industry, religion, school, kindergarten or educational enterprises shall be conducted on any lot. No owner or occupant of any dwelling erected on any lot shall ever rent or lease rooms, but such shall not be construed to prevent the rental of an entire residence to a family unit nor the employment of live-in domestic servants.

4.13 Prior to occupancy of any residence constructed on any lot, all yard areas which are visible from any street, golf fairway or green, or adjoining lot must be planted with grass or have other suitable ground cover, and driveways must be paved or otherwise approved by the Committee.

4.14 No building shall be located nearer to a street line than as indicated by the building set-back lines shown on the recorded subdivision plat, nor nearer to a side lot line than fifteen (15) feet nor nearer to a rear lot line than thirty (30) feet. Where these set-back lines are less than those required by the zoning ordinance of the municipality where the lot is located, the higher requirement shall control. For the purposes of this paragraph, eaves, steps and open porches not covered by a roof structure shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of the building or construction on any lot to encroach upon another lot or upon easements reserved in Article V hereof.

4.15 No structure or other permanent fixture, excluding landscaping plantings meeting the requirements of Section 4.10 hereof, and mail boxes meeting the requirements of Section 2.5.9. hereof, shall be erected, placed or altered on any lot between the street and the building set-back line unless the same be a retaining wall of masonry construction which does not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced or stabilized. The exposed part of such retaining walls shall be made of brick, natural stone or concrete block veneered with brick, natural stone or other material approved by the Committee.

## ARTICLE V EASEMENTS

SECTION 5.1 A general easement to permit the doing of every act necessary and proper to the playing of golf on the golf course adjacent to the lots which are subject to these restrictions is hereby granted and permitted, so long as such activities are conducted within the defined limits of the golf course or within the easement reserved under Section 5.3 hereof. These acts shall include, but not be limited to, the recovery of golf balls from such lots, within the thirty (30) foot easement reserved under Section 5.3 hereof, by persons on foot lawfully using the Saugahatchee Country Club Golf Course, provided such golf balls can be recovered without damaging any flowers, shrubbery or the property in general; the flight of golf balls over and upon such lots; the use of necessary and usual equipment upon the golf course and the thirty (30) foot easement reserved under Section 5.3 hereof; the usual and common noise level created by the playing of the game of golf and operation and maintenance of a country club; together with all other common and usual activity associated with the game of golf and with all the normal and usual activities associated with the operation and maintenance of a country club.

5.2 Residential landscaping should enhance the privacy of the dwelling units; however, it is the intent of the community to maintain the greenbelt and common property areas without strict definition of property lines, and it is hoped that the resident owners will adhere to this intent. It is intended that the natural ground cover of the land can weave throughout the residential development without being impeded by lots totally planted in grass without recognition of the natural elements of the land.

5.3 An easement thirty (30) feet in width, unless otherwise specified, and bounded on one side by the entire lot boundary line or lines which define the Saugahatchee Country Club Golf Course property is hereby retained and reserved over each of said lots for the purpose of maintaining a natural buffer area between golf and residential uses. No fence, wall, hedge or shrub planting which would obstruct access to the property covered by said easement from the golf course shall be placed or permitted to remain on lots. No tree four (4) inches or more in diameter measured at a point two (2) feet above the average height of the ground at the base, nor any shrub or dogwood tree of any size may be removed from this easement area without the specific prior approval of Bent Creek Development Company or its successors or assigns. Violation of this covenant shall be subject to the penalty of a stipulated liquidated damage sum of \$20.00 per inch of diameter measured as hereinbefore specified for each tree, \$20.00 for each shrub and \$50.00 for each dogwood tree removed without the specified authorization, except the maximum liquidated damages shall not exceed \$2,000.00 for any lot. The recovery of such liquidated damages shall be available to Bent Creek Development Company, or its designated committee or its successors and assigns in title to the Saugahatchee Country Club Golf Course. Bent Creek Development Company reserves the right to make selected plantings of trees and other vegetation within the thirty (30) foot easement in order to establish and maintain a buffered relationship between the golf and residential uses as herein intended. Bent Creek Development Company hereby covenants to provide the owner of any lot with a description of the work to be done at least fourteen (14) days in advance of the actual work so that the mutual interests and desires of the Owner and Bent Creek Development Company may be properly coordinated.

5.4 Easements are reserved to Bent Creek Development Company, its successors or assigns, for installation and maintenance of utilities, drainage facilities, storm sewers, and sanitary sewers over the rear ten (10) feet of each lot and five (5) feet along each side lot line, with a further easement reserved to cut or fill at a 3 to 1 slope along the boundaries of all public streets located in the Subdivision. Drainage flow shall not be obstructed nor be diverted from drainage swales, storm sewers and/or utility easements as designated herein or as hereafter may appear on any recorded subdivision plat.

ARTICLE VI  
ENFORCEMENT

SECTION 6.1 In the event of a violation or breach of any of these restrictions by any property owner, or family of such owner, or agent or tenant or invitee of such owner, the owner(s) of lot(s), Bent Creek Development Company or any party to whose benefit these restrictions shall inure, shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages, reasonable attorney's fees, cost of court, or other charges or to take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to invoke an available remedy set forth herein shall be held to be a waiver by that party or an estoppel of that party or of any other party to assert any right available to that party upon the recurrence or continuation of said violation or the occurrence of a different violation.

ARTICLE VII  
CONSIDERATION

SECTION 7.1 The grantee(s) of any lot subject to the coverage of these Restrictions and the owner(s) of such lot from time to time, by the acceptance of the conveyance or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from Bent Creek Development Company or a subsequent owner of such lot, shall accept such deed or other contract upon and subject to each and all of these restrictions and the agreements herein contained, whether or not such restrictions are recited in the instrument of conveyance.

ARTICLE VIII  
TERM AND MODIFICATION

SECTION 8.1 These covenants and restrictions shall run with the land and shall be in effect for a period of twenty (20) years from date, and can be changed, modified, amended, altered or terminated only in accordance with the provisions hereof: These covenants and restrictions can be changed, modified, amended, altered, or terminated at any time after twenty (20) years from date by a duly recorded written instrument executed by the then record owners (including mortgagees and other lien holders of record, if any) of ninety percent (90%) of the number of lots of this Subdivision. After twenty-five (25) years from date, the same may be changed, modified, amended, altered or terminated by a duly recorded written instrument executed by the then record owners (including mortgagees and other lien holders of record, if any) of seventy-five percent (75%) of the number of lots of this Subdivision.

PROVIDED THAT, no power or authority to alter, amend or rescind these covenants shall extend to the easements reserved under Article V hereof.

ARTICLE IX  
SEVERABILITY

SECTION 9.1 Every one of the Restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions and of and from every combination of the restrictions. Invalidation by any Court of any restrictions in this instrument shall in no way affect any of the other restrictions which shall remain in full force and effect.

9.2 Bent Creek Development Company may include in any contract or deed hereinafter made or entered into, such modifications and/or additions to these protective covenants and restrictions, which will by their nature raise the standards of the Subdivision.

ARTICLE X  
CAPTIONS AND GENDER

SECTION 10.1 The captions preceding the various paragraphs and subparagraphs of these Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions.

10.2 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.

IN WITNESS WHEREOF, Billy J. Kirkley, J. W. Nall, Jr., and Rime Investments, a general partnership, have caused these Restrictions to be properly executed by Wiley Williams, their attorney-in-fact, and Wiley Williams, individually, has executed these Restrictions, on this the 28th day of October, 1976.

Billy J. Kirkley \_\_\_\_\_ (SEAL)  
Billy J. Kirkley

J. W. Nall, Jr. \_\_\_\_\_ (SEAL)  
J. W. Nall, Jr.

RIME INVESTMENTS, a general partnership

By: Wiley Williams  
As Attorney-in-Fact

All by: Wiley Williams  
Wiley Williams, as their  
Attorney-in-fact

Wiley Williams \_\_\_\_\_ (SEAL)  
Wiley Williams

STATE OF ALABAMA

LEE COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Wiley Williams, whose name as Attorney-in-Fact for J. W. Nall, Jr., Nancy W. Nall, Billy J. Kirkley, Patricia E. Kirkley, Peggy R. Williams, and Rime Investments, a general partnership, is signed to the foregoing Declaration of Protective Covenants and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such Attorney-in-Fact, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 28th day of October, 1976.

(NOTARY SEAL) \_\_\_\_\_  
James W. Levins  
Notary Public

MY COMMISSION EXPIRES: March 30, 1980

STATE OF ALABAMA

LEE COUNTY

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Wiley Williams, whose name is signed to the above and foregoing Declaration of Protective Covenants, 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 on this the 28th day of October, 1976.

(NOTARY SEAL) \_\_\_\_\_  
James W. Levins  
Notary Public

MY COMMISSION EXPIRES: March 30, 1980

STATE OF ALABAMA, }  
LEE COUNTY. }

OFFICE OF PROBATE JUDGE

I hereby certify that this instrument was filed in my office for record on the 29th day of October, 1976, at 9:45 o'clock A.M., and was duly recorded on the 3rd day of November, 1976, in (Deed) Book 984 at Page 489 and that the following tax has been paid thereon.

Mortgage Tax \$ ..... Ira H. Weissinger  
Deed Tax \$ ..... Judge of Probate

ABSTRACT OF AMENDMENT TO DECLARATION  
OF PROTECTIVE COVENANTS

By instrument dated October 18, 1977, filed for record July 18, 1978, at 3 P.M. and recorded in Deed Book 1035, at page 2, in the Office of the Judge of Probate of Lee County, Alabama, ARTICLE III, Section 3.3 of DECLARATION OF PROTECTIVE COVENANTS OF HERITAGE SECTION and Lots 1 through 16 of DEER RUN SECTION OF BENT CREEK SUBDIVISION, dated October 28, 1976, as recorded in Deed Book 984, at Page 489, in the Office of the Judge of Probate of Lee County, Alabama, as to the minimum size for dwellings to be built on lots in said subdivision, was amended to read as follows:

ARTICLE III

EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

"Section 3.3 Except as otherwise provided, every dwelling building on any lot, exclusive of one story open porches, garages, carports, and finished basements, shall each have not less than 1,750 square feet of floor space on the main floor, with a ceiling height of not less than eight (8) feet in all enclosed, heated, habitable areas, except that in two story dwellings, the total floor space shall be not less than 2,300 square feet of habitable areas, and in dwellings designed as "story and a half", that the combined habitable space of both levels totals not less than 2,100 square feet of habitable floor space, and in dwellings designed as "split level" where the floor levels of habitable spaces are separated so that ground levels are in differing elevations, the main floor area requirements shall be 1,500 square feet in the aggregate of two of such floor levels, so long as all habitable spaces have a ceiling height of eight (8) feet and the combined floor area of all levels is not less than 2,300 square feet of habitable area."