

**THE STATE OF ALABAMA)**

**LIMESTONE COUNTY)**

**RESTRICTIVE COVENANTS FOR LEGACY GROVE SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **S&W Land Development, L.L.C.** ("Declarant"), is the sole owner of **Legacy Grove Subdivision**, as same is found in Plat Book **G**, Page **378** in the Office of the Judge of Probate of Limestone County, Alabama ("Legacy Grove Subdivision"); and Whereas Declarant desires to subject Legacy Grove Subdivision to certain restrictive covenants; and

Whereas Declarant may, but shall not be required to, subject certain other parcels of land to the restrictive covenants contained herein said land which may be made part of the subdivision in the future being more particularly described on the attached exhibit ""A."

NOW THEREFORE, Declarant, does hereby make the following declarations and restrictive covenants which shall be binding upon said **Legacy Grove Subdivision**:

1. **RESIDENTIAL LOTS**: All lots shall be for residential purposes only and only one single family dwelling per lot shall be permitted, except as hereinafter set out. No public or private business shall be located or conducted at any time on said lots.
2. **MINIMUM STRUCTURE AND SIZE**: No dwelling shall be built, erected, or altered, in or on said lots having less than Two Thousand Two Hundred (2,200) square feet of living area, excluding garages, basements, carports and porches. Two story dwellings shall have not less than Two Thousand Five Hundred (2,500) square feet with a minimum of Sixteen Hundred (1,600) square feet on the first floor. All homes shall have an attached garage adequate for at least two (2) automobiles. The enclosure of a garage for living purposes shall not be permitted. All plans must be approved in advance by the Architectural Control Committee.
3. **DETACHED GARAGE**: A separate garage shall be permitted if constructed on site, which must be of the same exterior finish as the main dwelling. The Separate garage shall be located no closer to the front of the lot than the rear line of the main dwelling. The plans must be approved in advance by the Architectural Control Committee.
4. **ACCESSORY BUILDING**: An accessory building shall be permitted if constructed on site, which must be of the same exterior finish as the main dwelling. No metal, fiberglass, or vinyl buildings of any type will be allowed. Accessory buildings shall be located no closer to the front of the lot than the rear line of the main dwelling. The plans must be approved in advance by the Architectural Control Committee.
5. **BUILDING EXTERIOR**: All dwellings, garages, and accessory buildings shall be constructed of at least 90 % brick. The combination of dryvit and vinyl will be allowed; however the building must still be 90 % brick. Any other material to be used must be approved by the Architectural Control Committee.

6. GARAGE ENTRANCE: No front entry garages will be allowed. On corner lots where there is access to two streets (front and side) garage should face the side street. Carports are not permitted. Garage doors shall be kept closed at all times except during times of ingress and egress from the garage.
7. SODDED YARDS: All front yards from front of dwelling to curb must be sodded.
8. ROOF PITCH: All roof pitches must be a minimum of 8/12.
9. LOT SET BACKS: No dwelling shall be constructed closer than thirty-five (35) feet from front of property line and no closer than ten (10) feet from any side lot lines. No dwelling shall be constructed in easements as outlined on the recorded plat.
10. DRIVEWAYS: All driveways must be concrete and minimum of twelve (12) feet wide.
11. SIDEWALKS: Sidewalks will be required on all lots from lot line to lot line following the Contour of the roadway.
12. ADDRESS INSERT: Builder shall include an engraved (8 X 16 inch) limestone insert placed on the front of house. The insert shall include only the street number.
13. UNDERGROUND UTILITIES: There shall be no overhead or aboveground utility wires or lines connecting houses or other structures to electric power, television cable, telephone or other utilities. All utilities must be underground.
14. MAILBOXES: All mailboxes for a lot shall be located as directed by the U.S. Postal Service. Each owner shall be responsible for the maintenance and replacement of mailbox so as to keep it in good condition at all times. All mailboxes shall be in like manner and must be approved by the Architectural Control Committee.
15. POOLS: In-ground swimming pools, wading pools, and garden pools will be permitted in rear yards. Above-ground swimming pools are permitted only inside of a privacy fence such that it cannot be viewed from neighboring property or the street. On deck or veranda hot tubs will be permitted. Security fences are required around all pools.
16. SATELLITE DISHES: Except for satellite dish antennas of 18" diameter or smaller no communication antennas, wires or other paraphernalia shall be permitted on a lot or house. Approved dishes are not permitted on the front of homes and should be located to minimize visibility from any street.
17. FENCES: All fences shall be designed and constructed so as to be compatible with the neighborhood. No chain link or wire fences will be permitted. Fences and hedges should take into consideration any easement as required by

code or restrictions. Six foot wood privacy fences stained with Olympic brand - color oxford brown #713 (which can be purchased at Lowes) will be allowed without obtaining approval. No other fences shall be constructed except after review and approval by the Architectural Control Committee.

18. SIGNS: No sign of any kind shall be displayed to public view on any building site, except for a sign limited to one, advertising the property for sale, which sign shall not be larger than three (3) square feet

19. SUBDIVIDING LOTS: No subdividing of lots will be allowed after purchase of lot.

20. MERGING LOTS: If two or more lots are combined to build one house that owner will only pay the Home Owners Association fees for the one home.

21. COMPLETION TIME FRAME: Any construction commenced on any structure as provided in this declaration shall be substantially completed including, but not limited to, all painting, and shall be occupied within twelve (12) months from the date such construction is commenced.

22. OCCUPANCY OF UNFINISHED UNITS: No dwelling erected upon any lot shall be occupied in any manner before completion of construction or at any time prior to the dwelling being fully completed.

23. LANDSCAPING: No artificial vegetation shall be permitted on the exterior of any structure. Exterior sculpture, fountains, and similar items must be approved by the Architectural Control Committee.

24. ENERGY CONSERVATION EQUIPMENT: No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Architectural Control Committee.

25. GUNS: The discharge of firearms on the properties is prohibited. The term "firearms" includes without limitations "B-B" guns, pellet guns, and firearms of all types. The Architectural control committee and the home owners association shall have no obligation to take action to prevent or stop such discharge.

26. COMBUSTIBLE LIQUID: There shall be no storage of gasoline, heating or other fuels, except for a reasonable amount of fuel that may be stored on each unit for emergency purposes and operation of lawn mowers and similar tools or equipment. The Home Owners Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

27. SIGHT DISTANCE INTERSECTIONS: All lots shall be landscaped so as to permit safe sight across street intersections or driveways.

28. STORAGE OF MATERIALS, GARBAGE, DUMPING: All garbage cans shall be located or screened so as to be concealed from view of neighboring streets and dwellings. 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 street, drainage ditch, stream, pond, or lake within the properties, except that fertilizers may be applied to landscaping on lots provided care is taken to minimize runoff.

29. CHANGES NOT REQUIRING APPROVAL: Any owner may remodel, paint or redecorate the interior of structures on his lot without approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with the originally approved plans and specifications.

30. BUILDING REPLACEMENT: These restrictions shall apply to any structure originally constructed on each lot within the subdivision, any structure moved onto the lot or to any replacement of any structure, or any addition thereto. If any structure should be torn down or destroyed for any reason whatsoever, the structure to be erected in its place shall likewise comply with all the provisions of the restrictions.

31. DRAINAGE: 'Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person other than Declarant may obstruct or re-channel the drainage flows after location and installation of drainage swells, storm sewers, or storm drains. Declarant hereby reserves for itself and the Home Owner Association a perpetual easement across the Properties for the purpose of altering drainage and water flow. All lot owners shall provide and maintain proper facilities to control storm water run-off onto adjacent properties and to insure that sediments do not enter the natural drainage system.

32. WATER AND SEWER: Each lot shall be connected to the public water and sewer system provided for the Legacy Grove Subdivision and each owner shall be responsible for the costs of all utilities and water furnished to the lot.

33. IRRIGATION: Plans for irrigating the front and rear yard are encouraged. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, lakes, ponds, wetlands, canals or other ground or surface waters within the subdivision shall be installed, constructed or operated within the subdivision. Private irrigation wells are prohibited on the lots. This section shall not apply to the Declarant, its successors or assigns.

34. ALTERATION OF WATERFRONT LOTS: The elevation of the land shall not be altered and fill dirt shall not be used to extend the boundaries of a lot or to change the bulkhead line on a lot bounded by a wetland, lake, or other body of water unless approved by the Declarant.

35. LAKES AND BODIES OF WATER: All lakes, ponds, and streams located within Legacy Grove Subdivision, and any subsequent phases thereof, owned by the

Declarant are considered common areas. Transfer of ownership of these common areas in each phase to the Home Owners Association shall occur at the discretion of the Declarant. Fishing in lakes is permitted (catch & release only). Boating is permitted by use of paddles or by electric trolling motor (no gasoline powered engines permitted). Use of a personal flotation jacket is required for all boaters regardless of age of participant. Swimming in any of the lakes is prohibited. Neither the Association nor the Declarant shall be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams, or shoreline located within the subdivision. No docks, piers, or other structures shall be constructed on or over any body of water located within the subdivision, except such as may be constructed by the Declarant or Home Owners Association.

36. NUISANCE: No noxious, illegal, or offensive use of property shall be carried on lot, nor shall anything be done thereon that may be, or become, an annoyance or nuisance to the neighborhood. No owner, under any conveyance, shall at any time, conduct or permit to be conducted on any residential lot, any trade or business of any description, including commercial or church schools or day care centers, nor shall such premises be used for any other purpose whatsoever except for the purpose of providing a private, single-family dwelling or residence.

37. TEMPORARY STRUCTURES: No house trailers, mobile homes, recreational vehicles, campers, tents, shacks, abandoned vehicles, buses, or like vehicles, or any structure or facility that has ever been a mobile home with or without wheels, may be erected, placed or permitted to remain on any lot at any time as a temporary or permanent residence, or used for storage. No horse trailers or like objects shall be permitted to remain in view on any lots except in a garage or fully enclosed space.

38. VEHICLES: The term "vehicles" as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, mini-bikes, scooters, go-carts, trucks, campers, buses, vans and automobiles. Unless and except to the extent that the occupants of a residence shall have more vehicles than the number of parking areas serving the residence, all vehicles shall be parked within such parking areas. Where the residence contains a garage, "parking areas" shall refer to the number of garage parking spaces plus additional parking spaces in the driveway of the residence. No vehicle may be left upon any portion of the community, except in a garage or other area designated by the Home Owners Association or its designee, for a period longer than five (5) days if it is I.U1licensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five (5) day period such vehicle shall be considered a nuisance and may be removed from the community. Any towed vehicle,

boat, recreational vehicle, motor home or mobile home regularly stored in the community or temporally kept in the community, except if kept in a garage or other area designated by the board, for periods longer than five (5) days shall be considered a nuisance and may be removed from the community. Trucks with mounted campers which are an Owner's or occupants primary means of transportation shall not be considered recreational vehicles provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. No motorized vehicles shall be permitted on pathways or unpaved common property except for public safety vehicles and vehicles authorized by the Home Owners Association or its designee.

39. RECREATIONAL VEICHLE STORAGE: The term "recreational vehicle" as used herein, shall include without limitation, motor homes, boats, trailers, travel trailers, fifth wheels, or other types of campers. If stored on the property for more than 5 days they must be located behind the rear of the dwelling and be enclosed within a 6 foot privacy fence.

40. GENERAL CONDITION OF PROPERTY: No lots shall be used, maintained or allowed to remain or be used as a junkyard, dumping ground, or storage area for rubbish, trash, garbage or other waste. Equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. No inoperable auto or truck or one being kept for restoration or repair may be left visible on the property. Ground must be maintained in a neat and attractive fashion to blend to the established look of the subdivision, and kept free from what are commonly considered to be weeds or underbrush or other unsightly growth or objects. Grass or other turf must be cut and maintained at all times at no more height than three inches. All improvements shall be kept in a good state of repair.

41. PETS: No farm animals including, but not limited to cows, horses, ducks, goats, chickens, pigs, etc. shall be raised, bred, or kept on any portion of the properties, except that dogs, cats, or other-usual and common household pets may be permitted in a lot, provided they are not kept for commercial purposes, such as breeding or boarding, and provided they are not determined by Declarant or the Home Owners Association to be dangerous to other members of the community. An owner in his dwelling may keep pets but only if such pet do not cause a disturbance or annoyance to others. All pets must be confined on a leash by a responsible person at all times when they are in the common areas and all owners of pets shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of his pets. The Declarant and or the Home Owners Association reserves the rights to demand that any owner, tenant or other invitee permanently remove from the premises any and all pets which create disturbances or annoyances to other owners or occupants. Any kennels shall be screened from all views, except owner's house.

42. ENFORCEMENT OF RESTRICTIONS: Enforcement shall be by proceedings by law or in equity against any person violating or attempting to violate any covenant. Neither the undersigned, nor any committee formed by the undersigned, or which the undersigned is a member of organized to enforce these covenants, nor the employees, agents or assigns of the undersigned or any such committee may be

held liable for the failure to enforce the covenants contained herein. Anyone found by a Court of competent jurisdiction to have violated the same or being found in violation of them shall reimburse all costs of enforcing the same to the party (ies) doing so, including reasonable attorney's fees.

43. **BINDING COVENANTS**: These covenants shall apply to Legacy Grove Subdivision, and are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods often (to) years unless voided by vote of a majority of the then lot owners. These restrictions may be amended at any time by an instrument signed by a majority of the then owners of the lots.

44. **COURT ACTION**: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

### **ARCHITECTURAL CONTROL COMMITTEE**

45.01 **ARCHITECTURAL CONTROL COMMITTEE**: In order that compliance may be had with the foregoing and to maintain an attractive harmonious appearance of the subdivision, the prospective builder will submit to the approving authority a home blueprint consisting of outside elevations, floor plans, and outline specifications. In conjunction with the submittal of the above home blueprint to the Architectural Control Committee, the prospective builder shall provide a site plan depicting the structure in relation to the lot dimensions. The site plan can be a sketch, in nature but must be dimensionally correct so as to define the structure and lot relationships including the driveway(s). No construction shall begin until the approving authority approves, in writing, the home blueprint and site plan for the dwelling. The same will be required for any alterations, addition or other type construction not covered by the original approval. Until The Architectural Control Committee is defined as a group composed of at least two (but not more than five) persons designated and re-designated from time to time by Developer (or the Home Owners Association once Developer relinquishes control of the Legacy Grove Subdivision and all future phases to the Home Owners Association) [0 review the above and below stated documents and to assist in carrying out the intents and purposes of the restrictive covenants contained within the entirety of this document as same relate to building and alteration of structures upon any lot within said subdivision or any future phase thereof. After control of the Architectural Control Committee is specifically delegated by the Developer to the Home Owners Association there shall continue to be at least two and not more than five members. Delegation of control of the Home Owners Association and the Architectural Committee from the Developer to the Home Owners Association shall be evidenced by an instrument signed by Developer and filed for record in the Probate records of Limestone County, Alabama.

Except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings determinations, ruling or

order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. With regard to review of plans and specifications as set forth in this Section and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the entire Architectural Control Committee, anyone member of the Architectural Control Committee shall be authorized to sign any document for and as the act of the Architectural Control Committee.

The Architectural Control Committee shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this declaration, and no member of this committee shall have any liability, responsibility, or obligation, whatsoever, for any decision or lack thereof, in the carrying out of duties as a member of such committee. Such committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this declaration shall rest with the homeowner. Each homeowner agrees to save, defend, and hold harmless the Architectural Control Committee and each of its members on account of any activities of this committee relating to such owner's property or buildings to be constructed on his or her property.

45.02            APPROVAL REQUIRED: No structure shall be commenced, erected, placed, moved onto or permitted to remain on any parcel, nor shall any existing structure upon any parcel be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any parcel, unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the Architectural Control Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Control Committee, including, but not limited to, architectural plans, elevations and specifications showing the nature, kind, exterior color schemes, shape, height and materials of all structures proposed for the parcel, a site plan of the parcel, a grading plan for the parcel, a drainage plan and a plan for landscaping. The provisions of this paragraph 45.02 shall not be applicable to the Declarant, or any contractor of Declarant, during the construction of homes within Legacy Grove Subdivision or any future phases thereof.

A structure shall be defined to be any thing or device (other than trees and shrubbery, but only shrubbery less than two feet in height if in the form of a hedge the placement of which upon any parcel may affect the appearance of such parcel, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bath house, covered or uncovered patio, mailbox, swimming pool, c10tles line, radio or television antenna, fence, curbing, paving, wall or hedge more than two feet in height, signboard or any temporary or permanent living quarters (including any house trailer or mobile home) or any other temporary or permanent improvement to such parcel, and also any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any parcel, and any change in the grade of any lot of more than six inches from that existing at the time of purchase by each owner.



Sides Construction, Inc and EMW Construction, Inc. will be the primary builders in Legacy Grove and are not required to submit plans to the Architectural Control Committee on any improvements constructed by said entities, whether or not they are the owner(s) of the lot(s) upon which the improvements are constructed. This does not exempt them from following all other requirements set forth in these restrictive covenants.

45.03        **BASIS FOR DISAPPROVAL OF PLANS:** The Architectural Control Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the follow in a:

- (a) Failure of such plans or specifications to comply with any of the Restrictions;
- (b) Failure to include information in such plans and specifications as may have been reasonably requested;
- (c) Objection to the exterior design, appearance or materials of any proposed structure;
- (d) Incompatibility of any proposed structure or use with existing structures or uses upon other lots in the vicinity;
- (e) Objections to the location of any proposed structure upon any lot or with reference to other lot in the vicinity;
- (f) Objection to the site plan, grading plan, drainage plan or landscaping plan for any lot;
- (g) Objection to the color scheme, finish, proportions, style of architecture, materials, height, bulk, or appropriateness of any proposed structure;
- (h) Failure of plans to take into consideration the particular topography vegetative characteristics, natural environment and storm water runoff of the lot; or
- (i) Any other matter, which, in the judgment of the Architectural Control Committee, would render the proposed structure, structures or uses inharmonious with the general plan of improvement of the property or with structures or uses located upon other lots in the vicinity.

Approval of any such plans shall terminate and be rendered void if construction is not begun within six (6) months after such approval unless such six (6) month period is extended by agreement with the Architectural Control Committee in which event the extended time period shall be applicable.

In any case where the Architectural Control Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Control Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

45.04        **RETENTION OF COPY OF PLANS:** Upon approval by the Architectural Control Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved shall be deposited for permanent record with the Architectural Control Committee and a copy of such

plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

**45.05        RULES OF ARCHITECTURAL CONTROL COMMITTEE; EFFECT OF APPROVAL AND DISAPPROVAL: TIME FOR APPROVAL:** The Architectural Control Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on lots, including, without limitations, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Control Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Control Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Control Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any parcel of any plans or specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other lot or lots. Approval of any such plans and specifications relating to any lot, however, shall be final as to that lot and such approval may not be revoked or rescinded thereafter, provided, (i) that the structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in the restrictions, and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all structures on a uses of the lot in question.

In the event that the Architectural Control Committee fails to approve, disapprove, or approve conditionally any plans and specifications as herein provided within thirty (30) days after proper submission thereof, the same shall be deemed to have been approved, as submitted and no further action shall be required.

**45.06        FAILURE TO OBTAIN APPROVAL:** If any structure shall be altered, erected, placed or maintained upon any lot, or any new use commenced on any lot, otherwise than in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Section 45, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Section 45, and without the approval required herein, and, upon written notice in form approved by the Architectural Control Committee, any such structure so altered, erected, placed or maintained upon any parcel in violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation.

If three (3) days after the notice of such a violation the owner of the lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, Declarant or the Home Owners Association shall have the right, through its agents and employees, to enter upon such lot and to take such steps as may be necessary to extinguish such violations and the cost thereof shall be a binding, personal obligation of such owner as well as a lien (enforceable in the same manner as a mortgage) upon the parcel in question. The lien provided in this Section 45.06 shall not be valid against a bona fide purchaser (or bona fide mortgagee) of the lot in question unless a suit to enforce said lien shall have been filed in a court of record in Limestone County prior to recordation of the deed (or mortgage) conveying the lot in question to such purchaser (or subjecting the same to such mortgage).

**45.07**            **INSPECTION AND TESTING RIGHTS:** Any agent of Declarant, the Home Owners Association or the Architectural Control Committee may at any reasonable time or times enter upon and inspect any lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof; and neither Declarant, the Home Owners Association nor the Architectural Control Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. Without limitation upon other inspection rights, in order to implement inspection and testing of sanitary sewer lines, each owner agrees to notify the Architectural Control Committee prior to its installation of the sanitary sewer service lines and to permit such inspection and testing thereof by the Architectural Control Committee both before and after backfill as is required by the Architectural Control Committee. Any such inspection shall be for the sole purpose of determining compliance with these Restrictions, and neither the making of any such inspection, nor the failure to make any such inspection, shall be relied upon by the owner of a lot or any third persons or entities for any purpose whatsoever; nor shall any such inspection obligate the Declarant, the Home Owners Association or the Architectural Control Committee to take any particular action based on the inspection.

**45.08**            **WAIVER OF LIABILITY:** Neither the Architectural Control Committee nor any architect nor agent thereof, nor the Home Owners Association, nor the Declarant, nor any agent or employee of the foregoing, shall be responsible for guaranteeing compliance with the requirements of this Declaration, although a certificate of compliance has been issued, nor for any defects in any plans and 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, and all persons relying thereon or benefiting therefrom agree not to sue or claim against the entities and persons referred to in this Section 45.08 for any cause arising out of the matters referred to in this Section 45.08 and further agree to and do hereby release said entities and persons for any and every such cause.

### **HOME OWNERS ASSOCIATION**

46.01 The Home Owners Association shall mean and refer to Legacy Grove Homeowners Association, Inc., an Alabama non-profit corporation, its successors and assigns, said corporation to be hereafter created for the benefit of all lot owners in Legacy Grove Subdivision and any additional phases thereto. Every owner (but not mortgagee) of a lot shall be deemed to have a membership in the Association. No owner, whether one or more persons, shall have more than one membership per lot owned. The owners of each lot shall be entitled to one vote in the affairs of the Home Owners Association. Any owner who combines more than one lot in accordance with section 20 above and pays only one assessment fee shall be entitled to only one vote. Membership in the Home Owners Association shall pass with the title to each lot as an appurtenance thereto.

46.02 CLASS OF MEMBERSHIP: There shall be one class of membership in the Home Owners Association.

46.03 VOTING RIGHTS: Members shall be entitled to cast votes at Home Owners Association meetings on matters pertaining to the Home Owners Association, including the election of members of the board of directors, amending this declaration, the articles of incorporation and the by-laws of the Home Owners Association, and all other matters which may be brought before the Home Owners Association membership except as otherwise provided in this declaration.

46.04 ASSOCIATION RESPONSIBILITY: The Home Owners Association shall maintain and keep in good repair the area of common responsibility or common areas, municipal easements, and such other areas as in these restrictions provided, of the subdivision, maintenance to be funded as hereinafter provided. The maintenance shall include, but not be limited to, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping or other flora, structures, and any improvements, which may be situated upon such areas, The Home Owners Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the common areas, which shall be maintained out of regular assessments for common expenses.

46.05 USE OF FUNDS: The Home Owners Association shall apply funds received by it pursuant to these restrictions, and from any other source, reasonably for the benefit of the common areas and areas designated by these restrictions. The Home Owners Association may purchase such insurance, including liability insurance, as it shall determine, and may pay from funds received all costs of operation, fees, permits, taxes, accounting and legal charges, and other costs and expenses of operation of the Home Owners Association. If reasonably available, the Home Owners Association shall obtain a public liability policy covering the common areas, the Home Owners Association and its members, for all damage or injury resulting from the operation, maintenance or use of the common areas, or caused by the negligence of the Home Owners Association or any of its members or agents, and any legal liability that results from lawsuits relating to employment contracts with the Association in which the Association is a party.

46.06        OBLIGATIONS OF ASSOCIATION WITH RESPECT TO FUNDS: The Home Owners Association shall not be obligated to spend in any calendar year all the sums collected in such year, and may carry forward as surplus any balances remaining; nor shall the Home Owners Association be obligated to apply any such surpluses to the reduction of the amount of the annual charge in the succeeding year, but may carry forward from year to year such surplus as the board of directors of the Home Owners Association in its absolute discretion may determine to be desirable for the greater financial security of the Home Owners Association and the effectuation of its purposes. The Home Owners Association shall provide to all members of the Home Owners Association an annual accounting of funds expended and balances remaining within 120 days after the end of any calendar year, such accounting to be at the Home Owners Association's expense.

46.07        AUTHORITY OF ASSOCIATION TO CONTRACT: The Home Owners Association shall be entitled to contract with any corporation, firm or other entity for the performance of the various undertakings of the Home Owners Association.

46.08        AUTHORITY OF ASSOCIATION TO BORROW MONEY: The Home Owners Association shall be entitled to borrow money for the purposes of the Home Owners Association, up to an outstanding principal balance of \$100,000.00. Any borrowing exceeding an outstanding principal balance of \$10,000.00 shall require the approval of 51% of the votes of the membership.

46.09        AUTHORITY OF ASSOCIATION TO MAKE CAPITAL EXPENDITURES: The Association shall be entitled to make capital expenditures for the improvement of the common areas.

46.10        ASSESSMENT: For the purpose of providing funds for the purposes of the Home Owners Association, and to pay all reasonable expenses incurred by the Home Owners Association, the Home Owners Association shall in each year, commencing with the year 2008, assess against each parcel or lot of Legacy Grove Subdivision (and any future phases once said future phases are filed of record) a charge (which shall be uniform with respect to all parcels or lots) equal to a specified number of dollars per parcel or lot. Each such lot shall be charged with and subject to a lien for the amount of such separate assessment, which shall be deemed the "annual charge" with respect to such lot. Prior to 2008, Declarant shall provide the maintenance that will thereafter be the responsibility of the Home Owners Association, being such maintenance as in the sole discretion of the Declarant shall be necessary, and the annual charge prior to the Home Owners Association rendering maintenance, shall be \$10.00 per parcel per month, which annual charge shall be prorated over the year of purchase of a parcel or lot. Lots owned by Declarant, Sides Construction, Inc or EMW Construction, Inc. shall not be subject to the annual charge. At such time as stated, the Home Owners

Association will take over the maintenance, and the annual charge will be evaluated and divided equally among the home owners.

46.11        DATE OF COMMENCEMENT OF ANNUAL CHARGE: The annual charge, subject to proration, shall commence upon the date of purchase of a parcel or lot, but, until 2008 shall be payable to Declarant instead of the Home Owners Association, with payment to the Home Owners Association to commence in 2008. Declarant shall not be required to account for such funds received. The annual charge shall be payable by lot owners regardless of whether or not Declarant has relinquished control of the Home Owners Association to the then lot owners in accordance with section 46.16.

In December 2007, the Home Owners Association shall send a written bill to each member stating the amount of the annual charge assessed against each parcel for calendar year 2008. The member shall pay the bill, or shall pay the same in 12 consecutive monthly installments commencing January 1, 2008, and deemed delinquent if not paid by the 10<sup>th</sup> day of each month. The annual charge shall be without interest, except that any delinquent amount shall bear interest at the rate of 12% per annum until paid, and provided that the failure to make timely payment of any monthly installment shall, at the option of the Home Owners Association, require the entire annual charge to be immediately due and payable.

46.12        EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE HOME OWNERS ASSOCIATION: If any member shall fail to pay the annual charge on a timely basis, in addition to the right to sue the member for a personal judgment, the Home Owners Association (or the Declarant, if applicable) shall have the right to enforce the lien hereinafter imposed to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures, as in the case of mortgages under applicable law, and the amount due by such member shall include the annual charge, as well as the cost of such proceedings including a reasonable attorney's fee, and the aforesaid interest. In addition, the Home Owners Association (or the Declarant, if applicable) shall have the right to sell the property at public or private sale after giving notice to the member (by registered mail or by publication in a newspaper of general circulation in Limestone County, Alabama, once a week for three successive weeks) prior to such sale.

46.13        CONTINUING LIEN: All members' or owners property shall be subject to a continuing lien for assessments levied in accordance with the provisions of this Declaration. The annual charge together with interest thereon and the cost of collection thereof including reasonable attorney fees as herein provided, shall be a charge on and shall be a continuing lien upon the member's or owner's property against which each such assessment or charge is made.

46.14        PERSONAL OBLIGATION OF MEMBERS: Each member or owner, by acceptance of a deed or other conveyance to property, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the annual charges. Each such assessment, together with interest and cost of collection, including reasonable attorney's fees, shall be, in addition to a

lien upon the property as stated above, the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

46.15            **SUBORDINATION OF LIEN TO MORTGAGES:** The lien of any assessment or charge authorized herein with respect to member's or owner's property is hereby made subordinate to the lien of any bona fide mortgage on such property if, but only if, all assessments and charges levied against such property falling due on or prior to the date such mortgage is recorded has been paid. The sale of transfer of any property pursuant to a mortgage foreclosure proceeding or a proceeding in lieu of foreclosure or the sale or transfer of such property pursuant to a sale under power contained in a mortgage on such property shall extinguish the lien for assessments falling due prior to the date of such sale, transfer or foreclosure, provided that the Home Owners Association shall have a lien on the proceeds of such sale senior to the equity of redemption of the mortgagor. The foregoing subordination shall not relieve a member or owner whose property has been mortgaged of his personal obligation to pay all assessments and charges falling due during the time when he is the owner of such property.

46.16            **CONTROL BY ASSOCIATION:** The Declarant shall retain control of the Home Owner's Association until such time as Declarant does not own any lots or property within any phase of the subdivision, including common areas, unless Declarant, at Declarant's sole discretion, chooses to relinquish control of the Home Owners Association at an earlier time to the then owners of the lots in the subdivision. Declarant's relinquishment of control of the Home Owners Association shall be evidenced by a declaration filed in the Office of the Judge of Probate of Limestone County, Alabama stating such. Declarant shall take all steps it deems necessary to insure that all common areas are properly maintained prior to relinquishing control of such areas and the Home Owners Association to the then lot owners in the subdivision. Declarant shall not be liable to any lot owner for actions or inactions taken regarding same, nor shall Declarant be required to give an accounting to any lot owner of use of funds received while Declarant still controls the Home Owners Association, but any lot owner shall have a right to review the financial records of the Home Owners Association.

Anything stated within these restrictive covenants or in the Articles of Incorporation or By-laws of the Home Owners Associations notwithstanding, each lot owner, by purchase of a lot subject to these restrictive covenants, affirmatively acknowledges that all actions of the Home Owners Association shall be controlled and made by Declarant until Declarant relinquishes control of the Home Owners Association by written instrument as stated above.

### **DECLARANT MODIFICATION**

47.1            **LOT MODIFICATION:** With respect to any unsold lot or parcel, Declarant may include in any contract or deed hereinafter made or entered into such modifications

and/or additions to these Restrictions as Declarant in its discretion desires; provided, however, that these Restrictions may not be so modified to except such lot or parcel from the assessment provisions of Section 46 or to lessen or extend the voting rights as provided in these Restrictions or in the Charter and By-laws of the Home Owners Association.

47.2            PHASE MODIFICATION: With respect to any new phase to the subdivision, Declarant reserves the right to make such phase, and the lots in such phase, subject to these restrictions, but with such modifications and amendments as the Declarant deems desirable, in Declarant's sole discretion. However, Declarant shall not except such lot or parcel from the assessment provisions of Section 46 or lessen or extend the voting rights as provided in these Restrictions or in the Charter and By-laws of the Home Owners Association.

### **COMMON AREAS**

48.01            COMMON AREAS: The Home Owners Association shall be responsible for the exclusive management, maintenance and control of all of the common areas within Legacy Grove Subdivision, and any additional phases thereto, and all improvements thereon, and shall keep them in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof, regardless of whether or not Declarant has transferred fee simple title to the common areas to the Home Owners Association

48.02            PERSONAL PROPERTY AND REAL PROPERTY FOR COMMON USE: The Home Owners Association may acquire, hold, and dispose of tangible and intangible personal property and real property. The Home Owners Association will accept any personal property conveyed to it by Declarant, or its successors, "As is", and any real property within the total property of Legacy Grove Subdivision (or future phases thereof) conveyed to it by Declarant, or its successor, by quitclaim deed.

48.03            RULES AND REGULATIONS: The Home Owners Association may make and enforce reasonable rules and regulations governing the use of the common areas. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use the common areas. The Home Owners Association shall, in addition, have the power of relief in any court for violations or to abate nuisances, imposition of sanctions shall be as provided in rules and regulations established by the Home Owners Association.

48.04            RIGHTS IN COMMON AREA: "Common Area" shall be any area designated as such on the plat of Legacy Grove Subdivision or any future phase of the subdivision made subject to these restrictive covenants. Each owner of a lot in Legacy Grove Subdivision (and all future phases made subject to the covenants contained herein) shall have the right of use of the common areas during his or her period of ownership, but subject to the rules and regulations established by the Home Owners Association, and regardless of whether the title to the common areas has been transferred to the Home Owners Association.



**DECLARANT:**  
**S & W LAND DEVELOPMENT, L.L.C.**

\_\_\_\_\_  
**BY DARREN SIDES (CO-MANAGER)**

\_\_\_\_\_  
**BY HOWARD GRAY WINN, JR. (CO-MANAGER)**

**STATE OF ALABAMA)**

**COUNTY OF \_\_\_\_\_)**

I, the undersigned, a Notary Public in and for said County and State, hereby certify that **DARREN SIDES**, whose name as Co-Manager of **S&W LAND DEVELOPMENT, L.L.C.**, a limited liability company organized and existing under the Laws of the State of Alabama, in said County and State, is signed to the foregoing Restrictive Covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Restrictive Covenants, that he as such member and with full authority, executed the same voluntarily on the day the same bears date. Given under my hand and seal this the \_\_\_\_\_ day of October, 2006.

\_\_\_\_\_  
Notary Public  
State of Alabama At Large  
Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA)**

**COUNTY OF \_\_\_\_\_)**

I, the undersigned, a Notary Public in and for said County and State, hereby certify that **HOWARD GRAY WINN, JR.**, whose name as Co-Manager of **S&W LAND DEVELOPMENT, L.L.C.**, a limited liability company organized and existing under the Laws of the State of Alabama, in said County and State, is signed to the foregoing Restrictive Covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Restrictive Covenants, that he as such member and with full authority, executed the same voluntarily on the day the same bears date.  
Given under my hand and seal this the \_\_\_\_\_ day of October, 2006.

\_\_\_\_\_  
Notary Public

State of Alabama At Large  
Commission Expires: \_\_\_\_\_

**Article IX**  
**EXHIBIT "A" TRACT I**

**TRACT I**

A TRACT OR PARCEL OF LAND BEING A PART OF THE NORTH ONE-HALF OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 3 WEST, OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS,

COMMENCING AT AN EXISTING RAILROAD SPIKE AT THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 3 WEST, THENCE NORTH 00 DEGREES 21 MINUTES 50 SECONDS WEST ALONG THE WEST BOUNDARY OF SAID SECTION 29 A DISTANCE OF 2797.67 FEET TO A MAG NAIL SET, THE POINT OF TRUE BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE FROM THE POINT OF TRUE BEGINNING CONTINUE NORTH 00 DEGREES 21 MINUTES 50 SECONDS WEST ALONG THE WEST BOUNDARY OF SAID SECTION 29, A DISTANCE OF 683.05 FEET TO A MAG NAIL SET, THENCE NORTH 89 DEGREES 30 MINUTES 21 SECONDS EAST A DISTANCE OF 42.27 FEET TO A 5/8-INCH REBAR SET, ON THE EAST RIGHT-OF-WAY OF MOORESVILLE ROAD (80.00 FOOT RIGHT-OF-WAY)

THENCE CONTINUE NORTH 89 DEGREES 30 MINUTES 21 SECONDS EAST A DISTANCE OF 362.73 FEET TO A 5/8-INCH REBAR SET,

THENCE NORTH 00 DEGREES 21 MINUTES 50 SECONDS WEST AND PARALLEL WITH THE WEST BOUNDARY OF SAID SECTION 29, A DISTANCE OF 537.78 FEET TO A 5/8 INCH REBAR SET, ON THE NORTH BOUNDARY OF THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF SAID SECTION 29.

THENCE NORTH 89 DEGREES 30 MINUTES 21 SECONDS EAST A DISTANCE OF 2295.10 FEET TO A 5/8 INCH REBAR SET AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29,

THENCE NORTH 00 DEGREES 21 MINUTES 50 SECONDS WEST A DISTANCE OF 1341.38 FEET TO A 5/8 INCH REBAR SET, AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 29,

THENCE NORTH 89 DEGREES 41 MINUTES 30 SECONDS EAST A DISTANCE OF 1349.52 FEET TO AN EXISTING 1 1/4 INCH PIPE,

THENCE SOUTH 00 DEGREES 22 MINUTES 31 SECONDS EAST ALONG AN

ESTABLISHED FENCE LINE A DISTANCE OF 2557.83 FEET TO A 5/8-INCH REBAR SET, THENCE SOUTH 89 DEGREES 30 MINUTES 21 SECONDS WEST A DISTANCE OF 4008.30 FEET TO A 5/8 INCH REBAR SET, ON THE EAST RIGHT-OF-WAY OF MOORESVILLE ROAD,

THENCE SOUTH 89 DEGREES 30 MINUTES 21 SECONDS WEST A DISTANCE OF

41.83 FEET TO THE POINT OF TRUE BEGINNING, CONTAINING 150.0 ACRES, MORE OR LESS, WITH A RELATIVE ERROR OF CLOSURE NO GREATER THAN ONE FOOT IN 10,000 FEET.

AND SUBJECT TO: THAT PART LYING ON THE WESTERNMOST SIDE OF THE ABOVE DESCRIBED PROPERTY WITHIN THE RIGHT-OF-WAY OF MOORESVILLE ROAD, CONTAINING 0.659 ACRES, MORE OF LESS.

ALSO SUBJECT TO: 20.00 FEET LYING EAST OF AND ADJACENT TO THE EAST RIGHT-OF-WAY OF MOORESVILLE ROAD, FOR A DRAINAGE AND UTILITY EASEMENT.

TRACT 2:

A TRACT OR PARCEL OF LAND BEING A PART OF THE SOUTH ONE-HALF OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 3 WEST, OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS,

COMMENCING AT AN EXISTING RAILROAD SPIKE AT THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 3 WEST, THENCE NORTH 00 DEGREES 21 MINUTES 32 SECONDS WEST ALONG THE CENTER LINE OF MOORESVILLE ROAD, (80.00 FOOT RIGHT-OF-WAY), A DISTANCE OF 1337.22 FEET TO AN EXISTING RAILROAD SPIKE, THE POINT OF TRUE BEGINNING OF THE HEREIN DESCRIBED TRACT.

THENCE FROM THE POINT OF TRUE BEGINNING NORTH 00 DEGREES 23 MINUTES 08 SECONDS WEST A DISTANCE OF 1460.47 FEET TO AN EXISTING MAG NAIL OF THE WEST BOUNDARY OF SAID SECTION 29,

THENCE NORTH 89 DEGREES 30 MINUTES 21 SECONDS EAST A DISTANCE OF 4050.13 FEET TO AN EXISTING 5/8 INCH REBAR WITH PLASTIC CAP STAMPED "RLS 15455 RONNIE G. COFFMAN", PASSING AN EXISTING 5/8 INCH REBAR WITH PLASTIC CAP STAMPED "RLS 15455 RONNIE G. COFFMAN", ON THE EAST RIGHT-OF-WAY OF MOORESVILLE ROAD, AT A DISTANCE OF 41.83 FEET,

THENCE SOUTH 00 DEGREES 10 MINUTES 54 SECONDS WEST ALONG A FENCE LINE AND TREE ROW A DISTANCE OF 2806.46 FEET TO A MAG NAIL SET, ON THE SOUTH BOUNDARY OF SAID SECTION 29, PASSING A 5/8 INCH REBAR SET,

ON THE NORTH RIGHT-OF-WAY OF NEWBY ROAD, AT A DISTANCE OF 2776.04 FEET,  
THENCE SOUTH 89 DEGREES 37 MINUTES 41 SECONDS WEST ALONG THE SOUTH BOUNDARY OF SAID SECTION 29, A DISTANCE OF 239.40 FEET TO AN EXISTING MAG NAIL,  
THENCE NORTH 00 DEGREES 15 MINUTES 55 SECONDS WEST A DISTANCE OF 268.97 FEET TO AN EXISTING 5/8 INCH REBAR WITH PLASTIC CAP STAMPED "RLS 15455 RONNIE G. COFFMAN", PASSING AN EXISTING 5/8 INCH REBAR WITH PLASTIC CAP STAMPED "RLS 15455 RONNIE G. COFFMAN", ON THE NORTH RIGHT-OF-WAY OF NEWBY ROAD, AT A DISTANCE OF 28.71 FEET,  
THENCE SOUTH 89 DEGREES 37 MINUTES 41 SECONDS WEST A DISTANCE OF 541.00 FEET TO A 5/8 INCH REBAR SET,  
THENCE SOUTH 00 DEGREES 15 MINUTES 55 SECONDS EAST A DISTANCE OF 268.97 FEET TO A MAG NAIL SET ON THE SOUTH BOUNDARY OF SAID SECTION 29, PASSING A 5/8 INCH REBAR SET, ON THE NORTH RIGHT-OF-WAY OF NEWBY ROAD, AT A DISTANCE OF 241.21 FEET,  
THENCE SOUTH 89 DEGREES 37 MINUTES 41 SECONDS WEST ALONG THE SOUTH BOUNDARY OF SAID SECTION 29, A DISTANCE OF 560.59 FEET TO A MAG NAIL SET,  
THENCE NORTH 00 DEGREES 41 MINUTES 31 SECONDS WEST A DISTANCE OF 280.00 FEET TO A 5/8 INCH REBAR SET, PASSING A 5/8 INCH REBAR SET, ON THE NORTH RIGHT-OF-WAY OF NEWBY ROAD, AT A DISTANCE OF 28.77 FEET,  
THENCE SOUTH 89 DEGREES 37 MINUTES 41 SECONDS WEST A DISTANCE OF 238.00 FEET TO A 5/8 INCH REBAR SET,  
THENCE SOUTH 00 DEGREES 41 MINUTES 31 SECONDS EAST A DISTANCE OF 280.00 FEET TO A MAG NAIL SET, ON THE SOUTH BOUNDARY OF SAID SECTION 29, PASSING A 5/8 INCH REBAR SET, ON THE NORTH RIGHT-OF-WAY OF NEWBY ROAD, AT A DISTANCE OF 250.80 FEET,  
THENCE SOUTH 89 DEGREES 37 MINUTES 41 SECONDS WEST ALONG THE SOUTH BOUNDARY OF SAID SECTION 29, A DISTANCE OF 1113.87 FEET TO A MAG NAIL SET,  
THENCE NORTH 00 DEGREES 26 MINUTES 41 SECONDS EAST A DISTANCE OF 349.00 FEET TO A 5/8 INCH REBAR SET, PASSING A 5/8 INCH REBAR SET ON THE NORTH RIGHT-OF-WAY OF NEWBY ROAD, AT A DISTANCE OF 31.20 FEET,

THENCE SOUTH 89 DEGREES 37 MINUTES 33 SECONDS WEST A DISTANCE OF 455.00 FEET TO A 5/8 INCH REBAR SET  
THENCE NORTH 88 DEGREES 49 MINUTES 38 SECONDS WEST A DISTANCE OF 206.41 FEET TO AN EXISTING ONE INCH REBAR,  
THENCE NORTH 01 DEGREES 23 MINUTES 56 SECONDS EAST A DISTANCE OF 52.63 FEET TO AN EXISTING 5/8 INCH REBAR WITH PLASTIC CAP STAMPED "RLS 15455 RONNIE G. COFFMAN",  
THENCE NORTH 01 DEGREES 23 MINUTES 56 SECONDS WEST A DISTANCE OF 284.68 FEET AN EXISTING CONCRETE MONUMENT,  
THENCE NORTH 00 DEGREES 17 MINUTES 29 SECONDS WEST A DISTANCE OF 646.46 FEET TO AN ONE-HALF INCH REBAR WITH PLASTIC CAP STAMPED "ATHENS LAND CA-0292-LS",  
THENCE SOUTH 89 DEGREES 33 MINUTES 11 SECONDS WEST A DISTANCE OF 684.78 FEET TO THE POINT OF TRUE BEGINNING, PASSING AN EXISTING 5/8 INCH REBAR AT A DISTANCE OF 334.78 FEET, ALSO PASSING A 5/8 INCH REBAR SET, ON THE EAST RIGHT-OF-WAY OF MOORESVILLE ROAD, AT A DISTANCE OF 444.78 FEET, CONTAINING 228.684 ACRES MORE OR LESS, WITH A RELATIVE ERROR OF CLOSURE NO GREATER THAN ONE FOOT IN 10,000.00 FEET,  
AND SUBJECT TO: THAT PART LYING ON THE WEST SIDE OF THE ABOVE DESCRIBED PROPERTY WITHIN THE RIGHT-OF-WAY OF MOORESVILLE ROAD, CONTAINING 1.372 ACRES, MORE OR LESS.  
ALSO SUBJECT TO: THAT PART LYING ON THE SOUTH SIDE OF THE ABOVE DESCRIBED PROPERTY WITHIN THE RIGHT-OF-WAY OF NEWBY ROAD, CONTAINING 1.298 ACRES, MORE OR LESS.  
PROPERTY MAY BE SUBJECT TO ALL COVENANTS, RESTRICTIONS, REGULATIONS, CONDITIONS, EASEMENTS, LIENS, SET BACK LINES AND OTHER RIGHTS OF WHATEVER NATURE, RECORDED AND/OR UNRECORDED.