

THE STATE OF ALABAMA)

LIMESTONE COUNTY)

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Michael L. Davis
Judge of Probate
Limestone County, AL

RESTRICTIVE COVENANTS FOR THE WOODLANDS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **McCulley Mill Land Development, L.L.C.**, is the sole owner of all the lands embraced within that certain plat of **The Woodlands**, as the same is recorded in Plat Book G, Page 207, in the Office of the Judge of Probate of Limestone County, Alabama.

NOW THEREFORE, **McCulley Mill Land Development, L.L.C.**, does hereby make the following declarations pertaining to the lots, which are embraced within the plat of **The Woodlands**, as the same is recorded in Plat Book G, Page 207, in the Office of the Judge of Probate of Limestone County, Alabama:

1. 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. No dwelling shall be built, erected, or altered, in or on said lots having less than One Thousand Eight Hundred (1,800) square feet of living area, excluding garages, basements, carports and porches. A separate garage or 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. Other accessory buildings shall have finished exteriors and design and construction must be in keeping with main dwelling and located only at the rear of the main dwelling no closer to the front of the lot than the rear line of the main dwelling. Two story dwellings shall have not less than Two Thousand (2,000) square feet with a minimum of Fourteen Hundred (1,400) square feet on the first floor, but the plans must be approved in advance by the Building and Architectural Control Committee.
3. All dwellings shall be constructed of at least 90 % brick. The combination of drivite and vinyl will be allowed; however, the house must still be 90 % brick. Any other material to be used must be approved by the Building and Architectural Control Committee.
4. No front entry garages will be allowed except on corner lots where there is access to two streets (front and side).
5. All front yards from front of dwelling to curb must be sodded.
6. All roof pitches must be a minimum of 8/12.
7. No dwelling shall be constructed closer than thirty-five (35) feet from front or rear property line and no closer than ten (10) feet from any side lots lines.
8. 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.
9. No obnoxious or offensive activity shall be carried on upon any lot, nor anything shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
10. 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.

11. No animals other than dogs or cats shall be kept as family pets, and no more than two of each on any lot. Any kennels shall be screened from all views, except owner's house. Permitted dogs and cats must not be allowed to run free off the owner's property.
12. Any satellite dish erected on any lot shall be located to the rear of the house and no nearer to any lot line than ten (10) feet.
13. All driveways must be concrete and minimum of twelve (12) feet wide.
14. No subdividing of lots will be allowed after purchase of lot.
15. These covenants shall apply to The Woodlands 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 of ten (10) 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.
16. In violation 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.
17. 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.
18. No fences shall be constructed except after approval and review by the Building and Architectural Control Committee, and 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 times as required by code.
19. All mailboxes shall be in like manner and must be approved by the Architectural and Building Control Committee..
20. Any construction commenced on any house 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.
21. 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.
22. All lots 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.
23. 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, either commercial or church schools, nor shall such premises be used for any other purpose whatsoever except for the purpose of providing a private, single-family dwelling or residence.
24. 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.
25. Sidewalks will be required on all lots from Lot Line to Lot Line following the Contour of the roadway except lots that face McCulley Mill Road.

ARCHITECTURAL CONTROL COMMITTEE

26.01 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 such time as the Developer delegates control of the Architectural Control Committee said Committee shall be composed of at least two (but not more than five) persons designated and re-designated from time to time by Developer. After control of the Architectural Control Committee is specifically delegated by the Developer to the Association there shall continue to be at least two and not more than five members. Delegation of control of the Association and the Architectural Committee from the Developer to the 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 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 Article I 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 Committee, any one member of the Architectural Committee shall be authorized to sign any document for and as the act of the Architectural 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.

26.02 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 Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural 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 3.02 shall not be applicable to the Developer, or the Contractor of Developer, during the construction of homes within The Woodlands.

A structure shall be defined to be any thing or device (other than trees, shrubbery, but shrubbery less than two feet in height if in the form of a hedge, and landscaping), 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, clothes 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 Parcel of more than six inches from that existing at the time of purchase by each owner.

26.03 BASIS FOR DISAPPROVAL OF PLAN The Architectural 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;

- Structure;
- (c) Objection to the exterior design, appearance or materials of any proposed
 - (d) Incompatibility of any proposed structure or use with existing structures or uses upon other parcels in the vicinity';
 - (e) Objections to the location of any proposed structure upon any parcel or with reference to other parcels in the vicinity;
 - (f) Objection to the site plan, grading plan, drainage plan or landscaping plan for any parcel;
 - (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 parcel; or
 - (i) Any other matter, which, in the judgment of the Architectural 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 parcels 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 Committee in which event the extended time period shall be applicable.

In any case where the Architectural 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 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.

26.04 RETENTION OF COPY OF PLANS: Upon approval by the Architectural 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 Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

26.05 RULES OF ARCHITECTURAL COMMITTEE; EFFECT OF APPROVAL AND DISAPPROVAL; TIME FOR APPROVAL: The Architectural Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on parcels, 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 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 Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural 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 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 parcel or parcels. Approval of any such plans and specifications relating to any parcel, however, shall be final as to that parcel 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 parcel in question.

In the event that the Architectural 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.

26.06 FAILURE TO OBTAIN APPROVAL: If any structure shall be altered, erected, placed or maintained upon any parcel, or any new use commenced on any parcel, otherwise than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article III, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article III, and without the approval required herein, and, upon written notice in form approved by the Architectural 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 parcel upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, Developer or the Association shall have the right, through its agents and employees, to enter upon such parcel 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 3.06 shall not be valid against a bona fide purchaser (or bona fide mortgagee) of the parcel 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 parcel in question to such purchaser (or subjecting the same to such mortgage).

26.07 INSPECTION AND TESTING RIGHTS Any agent of Developer, the Association or the Architectural Committee may at any reasonable time or times enter upon and inspect any parcel and any improvements thereon for the purpose of ascertaining whether the maintenance of such parcel and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof; and neither Developer, the Association nor the Architectural 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 Committee prior to its installation of the sanitary sewer service lines and to permit such inspection and testing thereof by the Architectural Committee both before and after backfill as is required by the Architectural 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 parcel or any third persons or entities for any purpose whatsoever; nor shall any such inspection obligate the Developer, the Association or the Architectural Committee to take any particular action based on the inspection.

26.08 WAIVER OF LIABILITY: Neither the Architectural Committee nor any architect nor agent thereof, nor the Association, nor the Developer, nor any agent or employee of the foregoing, shall be responsible in any agent or employee of the structures to comply with 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 3.08 for any cause arising out of the matters referred to in this Section 3.08 and further agree to and do hereby release said entities and persons for any and every such cause.

26.09 The Association shall mean and refer to The Woodlands Homeowners Association, Inc., an Alabama non-profit corporation, its successors and assigns, said corporation to be hereafter created.

Every owner (but not mortgagee) of a parcel shall be deemed to have a membership in the Association. No owner, whether one or more persons, shall have more than one membership per parcel owned. The owners of each parcel shall be entitled to one vote in the affairs of the Association.

Membership in the Association shall pass with the title to each parcel as an appurtenance thereto.

26.10 CLASS OF MEMBERSHIP: There shall be one class of membership in the Association.

26.11 VOTING RIGHTS: Members shall be entitled to cast votes at Association meetings on matters pertaining to the Association, including the election of members of the Board of Directors, amending the Declaration, the Articles of Incorporation and the By-laws of the Association, and all other matters which may be brought before the Association membership except as otherwise provided in this Declaration.

26.12 ASSOCIATION RESPONSIBILITY: The 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 Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the common area, which shall be maintained out of regular assessments for

common expenses.

26.13 USE OF FUNDS: The Association shall apply funds received by it's pursuant to these Restrictions, and from any other source, reasonably for the benefit of the common areas and areas designated by these Restrictions. The 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 Association. If reasonably available, the Association shall obtain a public liability policy covering the common areas, the 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 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.

26.14 OBLIGATIONS OF ASSOCIATION WITH RESPECT TO FUNDS : The 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 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 Association in its absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes. The Association shall provide to all members of the 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 Association's expense.

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

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

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

26.18 ASSESSMENT: For the purpose of providing funds for the purposes of the Association, and to pay all reasonable expenses incurred by the Association, the Association shall in each year, commencing with the year 2005, assess against each parcel or lot of The Woodlands 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 parcel 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 parcel. Prior to 2004, Developer shall provide the Maintenance that will thereafter be the responsibility of the Association, being such maintenance as in the sole discretion of the Developer shall be necessary, and the annual charge prior to the 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 Developer shall not be subject to the annual charge. At such time as stated, the Association will take over the maintenance, and the annual charge will be evaluated and divided equally among the home owners.

26.19 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 2004 shall be payable to Developer instead of the Association, with payment to the Association to commence in 2004. Developer shall not be required to account for such funds received. In December 2004, the Association shall send a written bill to each member stating the amount of the annual charge assessed against each parcel for calendar year 2005. The member shall pay the bill, or shall pay the same in 12 consecutive monthly installments commencing January 1, 2005, and deemed delinquent if not paid by the 10th 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 Association, require the entire annual charge to be immediately due and payable.

26.20 EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE 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 Association (or the Developer, 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 Association (or the Developer, 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.

26.21 **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.

26.22 **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 the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

26.23 **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 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.

DEVELOPER MODIFICATION

27.0 With respect to any unsold lot or parcel, Developer may include in any contract or deed hereinafter made or entered into such modifications and/or additions to these Restrictions as Developer in his discretion desires; provided, however, that these Restrictions may not be so modified to except such lot or parcel from the assessment provisions of Article V or to lessen or extend the voting rights as provided in these Restrictions or in the Charter and By-laws of the Association.

COMMON AREAS

28.01 **COMMON AREAS:** The Association shall be responsible for the exclusive management, maintenance and control of all of the common area within The Woodlands, 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.

28.02 **PERSONAL PROPERTY AND REAL PROPERTY FOR COMMON USE:** The Association may acquire, hold, and dispose of tangible and intangible personal property and real property. The Association will accept any personal property conveyed to it by Developer, or their successors, "As is", and any real property within the total property of The Woodlands conveyed to it by Developer, or their successor, by quitclaim deed.

28.03 **RULES AND REGULATIONS:** The Association may make and enforce reasonable rules and regulations governing the use of the common area. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use the common area. The 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 Association.

28.04 **RIGHTS IN COMMON AREA:** "Common Area" shall be any area not owned by lot owners. Each owner of a lot in the Woodlands shall have the right of use of the common area during his period of ownership, but subject to the rules and regulations established by the Association.

Darren Sides (member) (SEAL)
 MCCULLEY MILL LAND DEVELOPMENT, L.L.C.
 BY DARREN SIDES

Howard Gray Winn, Jr (member) (SEAL)
 MCCULLEY MILL LAND DEVELOPMENT, L.L.C.
 BY HOWARD GRAY WINN, JR.

Recording Fee 25.00
 TOTAL 25.00

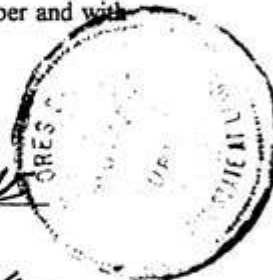
STATE OF ALABAMA)

COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that **DARREN SIDES**, whose name as Co-Manager of **MCCULLEY MILL 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 conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 13th day of July, 2004.

Dolores Schmidt
 Notary Public
 State of Alabama At Large
 Commission Expires: 5/14/06



STATE OF ALABAMA)

COUNTY OF Madison)

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 **MCCULLEY MILL 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 conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 13th day of July, 2004.

Dolores Schmidt
 Notary Public
 State of Alabama At Large
 Commission Expires: 5/14/06

