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28W

**WINCHESTER  
DECLARATION OF RESTRICTIVE COVENANTS**

**KNOW ALL MEN BY THESE PRESENTS**, that Ablegro, L.L.C., an Alabama limited liability company, as the Owner of the real property situated in Mobile County, Alabama, as hereinafter described, does hereby fix, establish and declare the following restrictive covenants relative to the use and development of the Lots in the hereinafter described Property.

1. **DEFINITIONS:** The following words when used in this Declaration shall have the following meanings:

- (a) "Association" shall mean and refer to Winchester Homeowners Association, Inc. All Lot Owners of Winchester shall be Members of the Association. This is the Declaration of Restrictive Covenants to which the Articles of Incorporation and Bylaws of the Association make reference.
- (b) "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- (c) "Committee" shall mean and refer to the Architectural Control Committee.
- (d) "Common Property" shall mean and refer to those areas of land shown on the recorded plat of the Property not shown as individual Lots but shown as the common areas and also any property which may be in the future conveyed to the Association.
- (e) "Declarant" as herein used is defined to mean and include Ablegro, L.L.C., an Alabama limited liability company.
- (f) "Declaration" shall mean and refer to this Declaration of Restrictive Covenants, which shall be applicable to the Property.
- (g) "Lot" shall mean and refer to any one of the Lots described as Lots 1 through 48 on the subdivision plat of the Property as recorded in Map Book 114, Page 44, of the Records in the Office of the Judge of Probate for Mobile County, Alabama.
- (h) "Member" shall mean and refer to an Owner, all of whom shall be Members of the Association as hereinafter provided.
- (i) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of fee simple title to any Lot which is a part of the Property, and if said title is split between estates for life, or for years, and remainder, then, the Owner or Owners of the estate having present rights to possession shall be considered the Owner. Notwithstanding any applicable theory of mortgage, the word Owner shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title, whether subject to redemption or not, pursuant to foreclosure or any proceeding in lieu thereof. After any mortgagee, lienholder or purchaser at

foreclosure sale acquires title by foreclosure or proceedings in lieu of foreclosure, such mortgagee shall be and become the Owner within the meaning of this Declaration.

2. **PROPERTY COVERED:** The real property which is and shall be held, conveyed, transferred, sold, used and occupied subject to the liens, charges, rights, limitations, conditions, covenants, reservations, easements and restrictions contained herein is described as follows:

Lots 1 through 48, Winchester, according to the plat thereof recorded at Map Book 114, Page 44, in the records of the Judge of Probate of Mobile County, Alabama.

All of the foregoing property is herein referred to as the "Property" and, as herein used, "Lot" or "Lots" shall refer to the foregoing Lots 1 through 48 unless otherwise specifically specified.

3. **PURPOSE OF DECLARATION:** The purpose of this Declaration is to insure the best use and most desirable development and improvements of the Property for residential purposes only; to protect the Declarant and future Owners of Lots against such improper use of the surrounding Property as to depreciate the value of their Lot; to preserve, so far as practicable, the natural beauty of said Property, to guard against the erection thereon of poorly designed structures or structures built of improper or unsuitable materials; and, in general, to protect and enhance the value of investments made by purchasers of Lots therein.

4. **USE:** All Lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building Lot other than one detached single-family dwelling not to exceed two and one-half (2-1/2) stories in height, and a private attached garage for not more than three cars, and other out-buildings incidental to residential use.

5. **DWELLING REQUIREMENTS:** The main structure, exclusive of open porches and garages, shall not be less than 1200 square feet of air conditioned space unless a variance of these requirements is granted in writing by the Committee. All material and workmanship must be substantially equal to or exceed the minimum FHA or VA building requirements.

6. **ARCHITECTURAL CONTROL COMMITTEE:** No Building or out-building shall be erected, placed, or altered on any Lot in this subdivision until building plans, specifications, and plot plan showing the location of the building with respect to setback requirements, topography and finished ground elevation have been approved by the Architectural Review Committee, (hereinafter the "ARC"). In the event the ARC, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of the ARC, nor its designated representative, shall be entitled to any compensation for services pursuant to this covenant. The Declarant reserves the specific right and authority to appoint all members of the ARC until such time as the Declarant has sold and conveyed all Lots within the Property. This right of appointment shall be freely assignable by Declarant. At such time as Declarant, or its assigns, has sold and conveyed all Lots within the Property, the ARC shall be appointed by the Board of Directors for the Association. The ARC shall have authority to grant variances from

the requirements contained within this Declaration where such variance would be in the best interest of the Property at the sole discretion of the ARC.

7. **BUILDING LOCATION**: Set back lines shall be as shown on the face of the plat, but not less than 25 feet for front yards, 5 feet for side yards, and 10 feet for rear yards. If applicable city or county zoning regulations require different setback lines, the more restrictive provisions shall control. All buildings shall be located in accordance with such set back lines. For the purpose of this covenant, eaves, steps, porches and garages are considered as part of the building. The ARC shall have the power by majority vote to grant exceptions to these locations as it deems appropriate.

8. **CONSTRUCTION PERIOD**: Each Lot owner shall be responsible for maintaining the structural integrity of any asphalt or concrete curb and gutter in front of any individual Lot during building construction. Construction equipment access to the Lot should be limited to the permanent driveway location and thereby confining curb and gutter damage to the driveway location. Curb and gutter repair must be effected during driveway installation. Where open ditches with concrete culverts are used, the same responsibility shall apply.

9. **LOT AREA AND WIDTH**: Unless approved by the ARC, no residential structure shall be erected or placed on any Lot, which has an area of, or width of, less than as shown on the plat. Any resubdivision shall be subject to the approval of the ARC. An owner may construct a residence on two adjoining Lots providing the minimum front and rear building setback line requirements are satisfied.

10. **GARBAGE AND REFUSE DISPOSAL**: No Lot shall be maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition. No home owner shall use any portion of his Lot for the collection or storage of trash, garbage, old parts, old equipment, or other unsightly articles.

11. **NUISANCES**: No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance, or nuisance, to the neighborhood. No Lot shall be used for such activities as parking trailers, inoperable motor homes, cars, or trucks not in use or for repairs of same. Parking of all vehicles shall be limited to the paved areas in the yard. Parking on grass is not permitted. Exterior clothes hanging apparatuses shall not be located on the property.

12. **TEMPORARY RESIDENCE**: No trailers, basement, tent, shack, garage, or other outbuildings, including mobile homes, erected temporarily or permanently, shall be used as a residence. Mobile trailers, mobile homes, campers, and/or trailers and boats may be kept on the premises, only if kept in the rear yard portion of the Lot behind the dwelling area and hidden from being viewed from the street.

13. **OIL AND MINERAL OPERATIONS**: No oil, exploration, drilling, oil development operations, oil refining, quarrying, mining or excavation operations of any kind shall be permitted upon or below any Lot, nor shall oil wells, tanks, tunnels, mineral explorations or shafts be permitted upon or below any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Oil, gas or other highly

flammable materials, other than that stored in small containers for household use, shall not be stored in barrels or drums on any Lot.

14. **CONCEALMENT OF EQUIPMENT**: No air conditioning or heating unit, blower, tower, condenser, water well, garbage can, wood pile, storage pile or other equipment or apparatus shall be erected, placed, constructed, operated or permitted to remain on any Lot unless concealed from view from any adjacent Lot or street by a hedge planting or other enclosure in conformity with the general architecture of the main structure and approved by the ARC. All outside radio and T.V. antennas shall be installed in such a way as not to be offensive from any street. Antennas shall be placed on the back side of the chimney where possible; otherwise, they shall be placed on the back side of the roof. Any satellite dish must be concealed behind a privacy fence or hedge such that the satellite dish will not be visible from any street, or from the adjacent Lots, and said satellite dish shall not be located in a front yard. A satellite dish shall not exceed eighteen (18") in diameter.

15. **OUTBUILDINGS**: No detached buildings, utility sheds or other structures of any kind, temporary or permanent, shall be constructed or maintained on any Lot unless a fence at least 6 feet in height has been constructed in conformity with the general architecture of the main structure and approved by the ARC, which must serve to conceal the outbuilding as much as reasonably possible from all streets and adjacent lots.

16. **SIGNS**: Other than as described in Paragraph 27, no sign of any kind shall be displayed to the public view on any Lot more than five (5) square feet in size, advertising the property for sale or for rent; except during the construction period, one (1) additional sign may be erected by the builder and a security service sign shall also be allowed when applicable. Any variance of this requirement shall be approved in writing by the ARC.

17. **ANIMALS**: No animals or fowl shall be domiciled in the subdivision for commercial purposes. This shall not prohibit or limit the ownership of cats, dogs, or other pets (commonly classified as domesticated) for Owners' pleasure. Permanent domestic pets should be limited to three (3) per household.

18. **FENCES**: No fences may be erected nearer to the front lot line than twenty (20) feet behind the front corners of the house on said Lot. In the case of a corner Lot, no fence shall be erected on the lot line without the location thereof being approved by the ARC. All fencing materials, wood, vinyl, etc., must be approved by the ARC.

19. **SIDEWALKS**: Lot Owners shall construct sidewalks at their own expense with the same standards as would be applicable to sidewalks located within the City of Mobile and, in all events, the location, dimensions and other features of such sidewalks shall be subject to the prior written approval of the ARC.

20. **EASEMENTS**: All easements shown on the recorded plat of the subdivision are hereby adopted as a part of these restrictions, and all Lots in the Subdivision shall be subject to such easements. The undersigned owner of the subdivision reserves unto itself and its successors and assigns the right and easement, but not the obligation, to construct, install, maintain, repair and replace power, gas, sewer, telephone, and other utility lines, equipment and facilities and drainage ditches, in, on, over and under the streets and roads and easements shown on the recorded plat of the subdivision. No warranty, either expressed or implied is

made by the Declarant, or subsequent builders as to the design, adequacy, or continuing function of easements, street, sewer system, utilities, drainage, or other improvements which have been constructed and approved by the proper governing authorities and utility companies, or have been dedicated to and accepted by said authorities. The signing of the Subdivision plat by the proper authorities and the recordation of said plat shall evidence approval and dedication. The easements for drainage purposes and the facilities located within said easement shall be the responsibility of the respective property owner's to maintain and repair.

Notwithstanding the forgoing, South Alabama Utilities and/or its designated contractor, successor, agent, servant, assignee, and its and their employees has a utility easement for the installation, operation, and maintenance of water, sewer and natural gas services as noted on the subdivision plat, and also an easement, right and full permission to come onto any lot in the subdivision for any reason related to the installation, operation and maintenance of the sewer collection system located on and provided for the benefit of the lot. No object, structure or other thing may be constructed on or placed over, on top of or near the utility easement, or the sewer collection system, consisting of the septic tank, septic tank pump, and septic tank lines, in such a way as to impede installation, operation, or maintenance efforts. Any object, structure or thing so constructed or placed may be modified or removed by South Alabama Utilities and the cost of said modification or removal shall become a lien on the lot until paid by the lot owner. The lot owner is prohibited from installing a garbage disposal and from discharging grease into the sewer collection system. The sewer collection system is excepted from the property description and shall remain the property of South Alabama Utilities. This covenant is a running covenant, benefiting the lot, the other lots in the subdivision, the lot owners and all successors, grantees and assigns.

21. **PROPERTY OWNERS ASSOCIATION:** There shall be formed a homeowners association called Winchester Homeowners Association, Inc. (the "Association"). The Association will hold title to any Common Property located within the Property. Among the purposes of such organization shall be the establishment of rules and policies with respect to the use and maintenance of all Common Property areas and facilities.

The Association's responsibilities shall include maintenance of landscaping and improvements on all Common Property, maintenance of decorative lights within Common Property, if any, and maintaining all Common Property as shown on the recorded plat; and, to pay all costs (including utility charges) incurred in the maintenance and landscaping of said Common Property. All Lot Owners in Winchester shall be members of the Association. Each Owner of any Lot, and its heirs, successors, transferees and assigns, by acceptance of a deed to such Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to abide by and be governed by the Articles of Incorporation of the Association and its By-Laws and to pay to the Association the following:

- a. Annual General Assessments as herein described; and,
- b. Special Assessments for capital improvements, repairs or other expenses which exceed the Annual General Assessment as described.

All such assessments, together with interest thereon and the costs of collection thereof, including a reasonable attorney's fee as hereinafter provided, shall be the personal obligation of such Lot Owner and shall be a charge and a lien on each Lot and improvements against which each such assessment is made.

Each year the Board of Directors of the Association shall estimate the cost of the maintenance of the Common Property and such other expenses as it deems necessary for its operations. Such estimate shall be deemed the Annual General Assessment. Until January 1, 2008, the maximum Annual General Assessment shall be \$200.00. From and after January 1, 2008, the maximum Annual General Assessment under this Section 21 may be increased each year by an amount not more than ten percent (10%) above the maximum Annual General Assessment for the previous year without a majority vote of the owners. From and after January 1, 2008, the maximum Annual General Assessment may be increased by more than ten percent (10%) above the maximum Annual General Assessment for the previous year by a vote of two-thirds of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. The Annual General Assessment levied by the Association shall be used for the maintenance, repair, replacement, beautification, landscaping, property taxes and costs of operations of the Common Association, and, if any: irrigation systems, property signage and lighting (not maintained by public utility companies), expenses incurred for the operations of the Association, and such other expenses related thereto as deemed necessary, such as, for example, the cost of appropriate insurance and the expense of clerical assistance incurred in maintaining the records and operations of the Association and the annual meeting of the Members of the Association. All expenses of the Association approved by the Board of Directors shall be binding upon the Members of the Association.

From time to time, the Association may determine the cost of necessary capital improvements, major repairs and necessary expenses not provided for in the Annual General Assessment. Such costs shall be deemed a Special Assessment.

The Annual General Assessment and any Special Assessments pertaining to all matters shall be fixed at a uniform rate for all Lots and each Owner for each Lot owned shall be responsible for his/her share of the total Annual General Assessment and any special assessments, provided, however, Declarant, or its assigns, shall not be obligated to pay Annual General Assessments for Lots owned by it for two years following the recording of the plat of the Subdivision, provided it pays the portion of common expenses incurred by the Association that exceed the amount assessed against other Lot Owners. Notwithstanding the foregoing, in the event additional properties are annexed and brought under the jurisdiction of the Association, such additional property shall be subject to the same uniform rate of assessment and the Owner of any additional lot (whether in the existing subdivision or the annexed phase) shall be responsible for a percentage of the total annual assessment (which term shall include budgeted expenses for the annexed phase) which shall be a fraction, the numerator of which shall be 1 and the denominator shall be the total number of Lots in Winchester and all annexed phases combined.

Each Lot Owner, except as stated above, shall commence to pay the Annual General Assessment in the amount existing from time to time as determined by the Board of Directors upon the first event to occur of:

- a. The purchase and closing upon a completed home on a Lot; or,
- b. One Hundred Eighty (180) days after the purchase of a Lot by a purchaser who is not the Declarant or Adams Homes, L. L. C.

UPON THE FIRST OF THE ABOVE DESCRIBED EVENTS OCCURRING, THE LOT OWNER WILL THEN OWE AND PAY TO THE ASSOCIATION A PRO RATA AMOUNT OF THE ASSESSMENT THEN EXISTING BASED UPON THE TIME REMAINING DURING WHICH SUCH ASSESSMENT SHALL BE IN EFFECT.

A vote of two-thirds of the Board of Directors of the Association shall fix the Annual General Assessment and any Special Assessment upon the basis provided above. The Board shall set the date each such assessment shall become due and may provide for the collection of the assessments in monthly, quarterly or annual installments, provided, however, that upon default in the payment of any one or more installments, the entire balance of said assessment may, at the option of the Board, in its sole discretion, be accelerated and declared to be due and payable in full.

The lien for any unpaid assessments shall be effective from and after the time of recording in the Records of the Office of the Judge of Probate, Mobile County, Alabama, a claim of lien stating the Lot number, the name of the record Owner, the amount due and the date when due. Such claim of lien shall include only sums which are due and payable when the claim of lien is recorded and shall be signed and certified by an officer of the Association.

Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a recorded satisfaction of lien. All Association liens shall be subordinate to any lien for taxes, the lien of any mortgage of record and any other lien recorded prior to the time of recording of the claim of lien filed by the Association.

Upon any voluntary conveyance of a Lot, the grantor and grantee of such Lot shall be jointly and severally liable to the Association for all unpaid assessments accrued up to the date of such conveyance without prejudice to the right of the grantee to recover from the grantor any such amounts.

Any Lot Owner, prospective purchaser of a Lot, or holder of a mortgage or other lien on any Lot may, at any time, obtain from the Association a certificate showing the amount of unpaid assessments pertaining to such Lot. The Association shall provide such certificate within ten (10) days after request therefore. Any person, other than the Lot Owner, at the time of issuance of any such certificate, may rely upon such certificate, and his liability for unpaid assessments shall be limited to the amounts set forth in such certificate.

Any entity, its successors and assigns, obtaining title to a Lot as a result of foreclosure of a mortgage or vendor's lien shall not be liable for assessments which became due prior to the foreclosure. Such unpaid share of assessments shall be deemed to be an expense of the Association to be collected as part of a future Annual Assessment.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a percentage rate established by resolution of the Board of Directors with notice of such rate to be given to each Lot Owner in a manner to be designated by said Board.

The Association may bring an action at law against the Owner personally or may foreclose the lien created by the terms hereof in accordance with the statutes and laws of the State of Alabama then in effect for the foreclosure of real estate mortgages and shall have the

right to sell said property at public outcry at the front door of the Courthouse of Mobile County, for cash to the highest bidder, giving notice of the time, place and terms of said sale, together with a description of said property to be sold, by an advertisement published once a week for three (3) consecutive weeks in a newspaper published in said county; to make proper conveyance to the purchaser in the name of the Lot Owner; and the proceeds of said sale to apply first to the payment of the costs of said sale, including a reasonable attorney's fee; second, to the payment of the amount of said assessment, whether due or not, with the unpaid interest thereon to the date of sale, and any amount that may be due the Association by virtue of the special liens herein declared; and, third, the balance, if any, to pay over to the said Lot Owner. At any sale under the powers herein stated, the Association may bid for and purchase said property like a stranger thereto, and in the event the Association should become the purchaser at said sale, either the auctioneer conducting the sale or the Association may execute a deed to the Association in the name of the Lot Owner.

Proceeding against the owner personally shall not be deemed a waiver of the right to foreclose the lien. No owner may escape liability for assessments provided for herein by the abandonment or transfer of such Owner's Lot.

22. **LIABILITY:** Neither the Declarant, Adams Homes, L.L.C., the ARC or the Association, its employees, agents or assigns, shall be liable to any Lot owner(s) for (i) the manner in which it exercises or for its failure or refusal to exercise any right or authority herein granted to it, whether discretionary or not; (ii) for the failure or refusal of any Lot Owner to comply with any of the provisions hereof; or, (iii) the failure or refusal of the Declarant, Adams Homes, L.L.C., the ARC or the Association to enforce any of the provisions hereof against any Lot Owner, his Builder, agent or assigns.

23. **LAND DISTURBANCE ACTIVITY:** The owner of each lot shall, with respect to construction or other land-disturbance activity on such lot, be responsible for taking such measures as are required by ADEM and applicable laws and regulations related to preventing sediment and other pollutants and storm water run-off from leaving the construction site or associated areas. Immediate measure to control sedimentation include use of silt fences, staked hay bale rows, netting mesh, rock filter check dams, etc.. If necessary, small catch basins shall be constructed to control sediment run-off. Immediate measures to control erosion include applying hay mulch, seeding with temporary grass mix, hydro-seeding, reducing slopes, netting or mesh, cover with gravel or rock, etc. Long-term measures such as property grading and permanent re-vegetation shall be done as soon as possible. Each owner shall indemnify the developer and its successors and assigns for any claims related to land disturbance activity on their lot which is not cause by the developer.

24. **COMMON PROPERTY:** Any Common Property shown on the recorded plat of the Property shall be conveyed to the Association.

25. **ENFORCEMENT:** It is hereby stipulated that all of the aforesaid restrictions shall constitute covenants running with the land, and that they are hereby created for the benefit of and shall be fully binding upon all persons and entities now or hereafter owning Property in said Subdivision, and upon their heirs, successors, and assigns, including owners and their heirs, and assigns, until modified or cancelled as provided herein. The Association, the ARC, and the Owner of any Lot in said Subdivision shall have and are hereby granted the right to enforce compliance on the part of any other Owner of any Lot in said Subdivision, by whatever legal means may be available, with any or all of the restrictions herein contained, and may recover

damages, including reasonable attorney's fees, to the extent suffered by such owner for the violations by such other Owner of any or all of said restrictions.

26. **TIME LIMITATIONS AND RENEWAL OF COVENANTS:** The restrictions herein contained shall be binding on all persons and entities owning Lots in said Subdivision until December 31, 2036, unless cancelled or modified prior to such date, with the written consent of the Owners of two-thirds (2/3) of the Lots in said Subdivision, provided, however, that no amendment shall place an additional burden or restriction on Lots in said Subdivision which bind any Lot, the Owner of which does not join in said amendment. Also, the Declarant, its successors and assigns must approve such amendments, modifications, or annulments so long as such Declarant shall own any Lots in said Subdivision and the adjacent lands under its control. The restrictions herein contained shall be automatically extended thereafter for successive periods of ten (10) years unless thereafter modified or cancelled with the written consent of two-thirds (2/3) of all persons and entities at the time owning Lots in said Subdivision. If any Lot should hereafter be or become jointly owned and undivided, the Owners thereof shall, for the purpose of the foregoing formula, be regarded as one person; and the written consent of less than all of the co-owners of a particular Lot shall be of no effect. Notwithstanding anything to the contrary herein contained, it shall be the responsibility of the Association to maintain and repair the Common Property.

27. **SEVERABILITY:** Invalidation of any of these covenants by Judgment or court decree shall in no way affect any of the other provisions which shall remain in full force and effect.

28. **FUTURE DEVELOPMENT:** The Declarant, its successors and assigns, may develop other property and may as a matter of right, without the consent of the Association or the Lot Owners, annex such additional parcels of land so as to be added to the Property. The Declarant shall not be required to follow any predetermined sequence, schedule or order of improvements and development. Any property conveyed by the Declarant to the Association may also be subject to additional covenants and restrictions as specifically set forth in the deed of conveyance.

The Declarant, its successors and assigns, shall have the right, without further consent of the Association or the Lot Owners, to bring within this Declaration any additional property. Such property may be subjected to this Declaration as one parcel or as several smaller parcels at different times. The annexations authorized under this subsection shall be made by filing in the Office of the Judge of Probate, Mobile County, Alabama, a supplementary Declaration with respect to the additional property which shall extend the operation and effect of this Declaration to such additional property.

Following any such annexation of property, the Owners of such additional property shall thereupon and thereafter have such rights, privileges and benefits, including but not limited to, the right to use the Common Property of Winchester and shall be subject to such responsibilities and obligations all as set forth in such recorded documents. Lot Owners in Winchester shall have the right to use the Common Property in the annexed phase, or phases, and shall also be subject to such responsibilities and obligations as set forth in all recorded annexation documents. Any such annexation shall required HUD/VA approval as long as there is Class B membership, provided, however, such approval shall not be required if, once the adjoining property is annexed it is subject to the provisions of the Declaration (as amended by

such annexing document) and all Lot Owners of such annexed property are members of the Association, and subject to the provisions of the Association's Articles and Bylaws.

Any supplementary Declaration may contain such additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Declarant, to reflect the different character, if any, of the additional properties.

IN WITNESS WHEREOF, Ablegro, L.L.C., an Alabama limited liability company, by its Managing Member who is authorized to execute this instrument has caused the hereinabove restrictions to be executed on this the 11 day of May, 2007.

ABLEGRO, L.L.C.  
an Alabama limited liability company

By: [Signature]  
Its: Managing Member

STATE OF ALABAMA  
COUNTY OF Alabama

I, Linda G. Sims, the undersigned Notary Public in and for the said State and County, hereby certify that Jerry L. Anderson, Jr. as Managing Member of ABLEGRO, L.L.C., an Alabama limited liability company, signed his name to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he as such Managing Member and with full authority, executed the same voluntarily for and as the act of said company.

GIVEN under my hand and seal on this 11 day of May, 2007.

[Signature]  
NOTARY PUBLIC  
State of Alabama  
My Commission Expires: 6/21/09



**THIS DOCUMENT PREPARED BY:**

Phillip A. Pugh, Esq. of  
Emmanuel, Sheppard and Condon  
30 South Spring Street  
Pensacola, Florida 32502

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State of Alabama-Mobile County  
I certify this instrument was filed on:  
May 14, 2007 @ 3:42:54 PM  
S.R. FEE \$2.00  
RECORDING FEES \$26.00  
TOTAL AMOUNT \$28.00