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08/09/2006 03:46:06 PM
Luke Conley
Judge of Probate
Houston County, Alabama

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GLEN OAKS SUBDIVISION

THIS DECLARATION, made on the date set forth below, by Glen Oaks, LLC, an Alabama limited liability company, "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of that real property described in the plat of Glen Oaks Subdivision (hereinafter referred to as Glen Oaks and/or the Property) and recorded in the Office of the Judge of Probate of Houston County, Alabama, in Plat Book 11, Page 91, all of the property lying and being in Houston County, Alabama;

WHEREAS, the Declarant desires to establish and enforce uniform standards of development quality and to provide for the effective preservation of the appearance, value, and amenities of Glen Oaks, which establishment, enforcement, and preservation shall benefit all owners of the property located thereon and, to that end, desire to subject said real property to the protective covenants, conditions, and restrictions herein contained, all of which are for the benefit of the said real property and the owners thereof.

NOW, THEREFORE, the Declarant hereby declares that the Glen Oaks Property, shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements which are for the purpose of protecting the value and desirability of, and which shall run with, the property and be binding on all parties having any right, title, or interest in the property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONS

Section 1. "Association" will refer to the Glen Oaks Subdivision Owners' Association, Inc. and its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, whether such lot be improved or unimproved.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter to brought

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Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each Owner of any lot by acceptance of title thereunto, whether or not it shall be so expressed in such deed or other conveying instrument, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) special assessments imposed upon an individual lot owner for repair or maintenance necessitated by the willful or negligent of the Owner, his family or their guests, tenants or invitees. The annual or special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Beginning September 1, 2006, the annual assessment, payable annually in advance, shall be imposed on all completed lots as of said date and on all lots of a lot to an owner, and the Declarant's responsibility will be limited to payment, until all lots are sold or when 75% of the lots have homeowners, whichever occurs first, of whatever amount will be required to fund the Association (less unit owner's contributions), regardless of the amount of assessment per unit. Thereafter, the Associations' Board of Directors, with the approval of two-third (2/3) of each class of the members present and voting at a meeting of the membership called for such purpose, shall establish the amount of the annual assessment, which annual assessment must be fixed at a uniform rate for all lots, unless in the event of maintenance or repair cost necessitated by the willful or negligent act of an Owner. Annual assessments may be collected on a monthly, quarterly, semi-annual or annual basis as the Board of Directors may establish. Initially such annual assessments shall be payable annually. The annual assessment will be pro-rated out of the closing proceeds of homes sold to homeowners. Class B owners are exempt from paying all dues and assessments.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in an assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a

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capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum.

Section 6. Date of Commencement of Annual Assessments – Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of September, 2006. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 7. Effect of Nonpayment of Assessments – Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The association may bring an action of law against the Owner personally obligated to pay same, or foreclose the lien against he property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter become due or from the lien thereof.

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ARTICLE FIVE

INSURANCE

Insurance (other than title insurance) which shall be carried upon the Common Area shall be governed by the following provision:

Section 1. Authority to purchase. All insurance policies upon the Common Area shall be purchased by the Association in the name of the Association as Trustee for each of the lot owners. Such policies shall be deposited with the Association. Insurance policies on the Common Area shall be taken out at the discretion of the Association.

Section 2. Coverage.

(a) Casualty. The Association shall determine the amount and types of casualty coverage if such coverage, in the discretion of the Association, shall be deemed desirable. Such coverage may afford protection against:

(1) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement, and

(2) Such other risks as from time to time shall be covered with respect to improvements of the common areas, including but not limited to vandalism and malicious mischief.

(b) Workmens' Compensation. In the event that the activities of the Association should become subject to the Workmens' Compensation Law, the Association may acquire the necessary coverage to meet the requirements of Alabama Law with respect to such coverage.

(c) Fidelity Bonds. The Association may, at its discretion, require and maintain blanket fidelity bonds on all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association; furthermore, should the Association delegate some or all of the responsibility for the handling of funds to a management agent, then in such event, the Association may, at its discretion, acquire fidelity bonds for such agents, officers, employees or other persons responsible for handling funds on behalf of the Association.

(d) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

Section 3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

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Section 4. Association as Agent. The Association is hereby irrevocably appointed Agent for each lot owner to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims, and to distribute the proceeds from insurance claims as may be appropriate.

ARTICLE SIX

RESTRICTIONS UPON USE

The use of the Properties shall be in accordance with the following provisions:

Section 1. Residential Use. Each lot shall be used for residential purposes only.

Section 2. Structure Set Back. No residence shall be erected on any lot closer than thirty five feet (35') from the right-of-way of any street located in the Glen Oaks Subdivision including a corner lot, nor shall any residence be erected on any lot closer than fifteen feet (15') to any side lot line. Lots adjacent to any common area or easement may, upon approval by Public Authority and the Architectural Control Committee, reduce setback area on common area boundary. Under this circumstance setback shall not be less than 20' in the rear and 10' on the side of the lot.

Section 3. Structures. Construction of structures other than the main residence structure and any garage structure shall not be permitted on any lot of the Subdivision except the following ancillary structures may be permitted subject to approval by Architectural Control Committee of location and architectural design and exterior finishes: pet houses (up to 25 square feet and not more than 5 feet high), hothouses or greenhouses (up to 100 square feet and not more than 15 feet high), pool houses or children's tree houses or playhouse (up to 145 square feet and not more than 12 feet high), outdoor fireplaces or barbecue pit (up to 9 square feet and not more than 10 feet high), and swimming pools and mechanical installations in connection therewith. Portable storage buildings or carports shall not be allowed. Detached garage structures shall have a maximum building area of 24' by 30' and be of single story design. Loft within roof pitch of said structure shall be allowed. Any such ancillary structures permitted hereunder shall be attractively landscaped, constructed in a harmonious design with the main structure. Architectural Control Committee approval shall be obtained before construction of any ancillary structure. Any enclosure of a garage for residential purpose shall retain the design of the front of the garage including the garage door.

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Section 4. Fences. No fence or wall shall be erected higher than six (6) feet from the normal surface of the ground. All fences must be approved by the Architectural Control Committee as to type material, location, quality, style, or color and design prior to construction. In no event shall any fence connect to any house at a point closer than twenty (20') feet from the front of each house. Fences may not be located outside property lines. No fence or wall shall be erected between the front of a house and the street. Supports, railing, and beams of all fences must be constructed on the inside of the lot and not exposed to the street or adjacent lots. Fences placed within easement areas are subject to removal at homeowner's expense should such removal be necessary for maintenance or repairs of infrastructure in said easements.

Section 5. The Declarant shall be able to clear lots and perform Tree Removal as needed for construction of homes. Tree Removal performed by Homeowners after initial construction must be approved by the Architectural Control Committee. For the purpose of further insuring the development of the Subdivision as a residential area of highest quality and standards, and in order than all improvements on each lot shall present an attractive and pleasing appearance from all sides of view, the Architectural Control Committee reserves the exclusive power and discretion to control and approve all improvements to be built on each lot. Plans for clearing a lot, construction of improvements and landscaping, showing such details as Architectural Control Committee may reasonably require to permit Architectural Control Committee to carry out its approval rights hereunder, shall be submitted to Architectural Control Committee for its review and approval. The timing for submitting plans for review and the time period for Architectural Control Committee to respond shall be established by Architectural Control Committee from time to time. The owner of a lot shall be required to landscape the area between the lot line and the paved area of the abutting street in a manner consistent with the landscaping of the lot. Lot owners adjacent to common areas may landscape those areas with approval of the Architectural Control Committee. Such approval shall not be considered exclusive use of the common areas.

Section 6. No Parking of Vehicles, Boats, Etc. No wheeled vehicles of any kind, boats or any offensive objects may be kept on public right-of-ways of the Subdivision, or in the driveways, front, side or rear yard area of any lot except that passenger vehicles (other than mobile homes, motor homes, self-contained or otherwise, travel trailers and campers) may be parked on a temporary basis in the paved driveways served a lot. Said temporary basis shall be a maximum of 48 hours Boats or wheeled vehicles may be kept completely inside a garage located on the lot or within the rear yard of a lot provide such object is sufficiently screened so that it is hidden from view from the front, sides and rear of the lot. NO trailers of any kind, mobile homes nor motor homes shall be kept for use on any lot. Disabled vehicles or vehicles under repair may be kept on a lot within the garage located on said lot.

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Section 7. Window Air Conditioners. Unless the prior approval of the Architectural Control Committee has been obtained, no window air conditioning units shall be installed in any side of a building wall visible from the street or side yard.

Section 8. No Overhead Wire. All telephone, electric and other utility lines and connections between the main utility lines and the residence and other buildings located on each lot shall be located underground so as not to be visible.

Section 9. Residing Only in Residence. No trailer, basement, or any outbuilding of any kind even if otherwise permitted hereunder to be or remain on a lot, shall be at any time used as a residence either temporarily or permanently.

Section 10. Size of signs. No sign of any character shall be displayed or placed upon any lot except as approved by the Architectural Control Committee. Said Committee hereby approves "For Sale" signs of a size not to exceed nine (9) square feet to be placed upon said lot by an owner-resident or his agent to facilitate the sale thereof. One (1) "For Sale" sign shall be permitted per lot. "Sold" may be affixed to said sign and remain on the lot until seven (7) days after closing of the sale. The Architectural Control Committee may enter upon any lot and summarily remove any signs which do not meet the provisions of the paragraph. Furthermore, Architectural Control Committee hereby approves a single identification sign board which may be located on a lot during the construction period on which the builder may identify themselves. The sign board shall not be more than four feet high and two feet wide. In no event shall any signs be affixed to any trees on the lot.

Section 11. Commercial Signs. Nothing contained in these covenants and restrictions shall prevent or limit the Architectural Control Committee or any person designated by the Architectural Control Committee from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as the Architectural Control Committee may deem advisable for development, marketing or sales purposes.

Section 12. Aerials and Antennas. Unless otherwise approved by Architectural Control Committee, no television or radio antenna, nor any other exterior electronic equipment or devices of any kind shall be located on any lot or installed or maintained on the exterior of any structure located on a lot. Satellite dishes must be less than 36" in diameter and installed in a location not visible from the street side of any lot.

Section 13. Mail Boxes. Only a mail box or newspaper receiving box of the types approved by Architectural Control Committee from time to time may be erected or located on any lot. No other receptacle of any kind for any use in the delivery of mail or newspapers or similar material may be erected or located on any lot. If the Architectural Control Committee chooses to cluster mail boxes to

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afford a more uniform style, no individual mail boxes will be permitted. No brick mailboxes are allowed.

Section 14. Pets. Except for not more than two (2) dogs or two (2) cats or one (1) dog and one (1) cat, no pets or other animal may be kept on a lot or in any structure located on the lot, unless confined exclusively to the interior of the main residence located on the lot. No animals of any kind may be kept for any commercial or breeding purposes. If, in the sole opinion of the Architectural Control Committee, the animal or animals become dangerous or any annoyance or nuisance in the neighborhood or are destructive wild life, they may not thereafter be kept on the lot. The owner of any animal shall have the animals on a leash at all times when not confined.

Section 15. No Offensive Activities. No illegal, noxious or offensive activity shall be permitted or carried out on any part of a lot or the Properties, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of said lot nor upon any land or lands, contiguous thereto. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted to be on any part of said land or right-of-ways. Except for the day of collection, trash containers shall be kept inside the garage or within a screened area to the side of the house.

Section 16. Well Limitation: Water Supply. No artesian wells may be drilled or maintained on any lot. A property owner may provide an individual water supply system from a shallow well on his lot provided that said system is used solely to supply water for an air-conditioning or heating installation, irrigation purposes, swimming pools or other exterior uses.

Section 17. Lot Appearance. The owner of each lot, whether such lot be improved or unimproved, shall keep such lot and the area between the property line of the lot and the paved surface of any abutting street free of trash and rubbish and shall keep such lot at all times in a neat and attractive condition. In the event the owner of any lot fails to comply, the Architectural Control Committee shall, after giving written notice to the property owner, have the right, but no obligation, to go upon such lot and remove rubbish and any other things and perform and furnish an labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the owner of such lot, which expenses shall be payable by such owner to the Architectural Control Committee on demand.

Section 18. Clothes Lines. Only portable clothes lines will be permitted in the rear of the house. Clothes must be removed promptly and line hidden from view after each use.

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Section 19. Street Lighting. Grantor will contract with the City of Dothan to install street lighting systems for this Subdivision. The cost of operating and maintaining this system shall be included in the maintenance fee.

Section 20. Architectural Control Committee may Correct Violation. Wherever there shall have been built or there shall exist on any lot any structure, building, thing or condition which is in violation of these covenants and restrictions, the Architectural Control Committee shall, after giving written notice to the property owner, have the right, but no obligation, to enter upon the property where such violation exists and summarily to abate, correct, or remove the same, all at the expense of the owner of such property, which expense shall be payable by such owner to the Architectural Control Committee, on demand, and such entry and abatement, correction or removal shall not be deemed a trespass or make the Architectural Control Committee liable in any way for any damages on account thereof.

Section 21. Approval of Architectural Control Committee. Wherever in these covenant and restrictions the consent or approval of the Architectural Control Committee is required to be obtained, no action requirement such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Architectural Control Committee. Such request shall be sent to the Architectural Control Committee by certified mail with return receipt requested. In the event that the Architectural Control Committee fails to act on any such written request within thirty (30) days after the same has been submitted to the Architectural Control Committee as required above, the consent or approval of the Architectural Control Committee to the particular action sough in such written request shall be presumed; however, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants and restrictions herein contained.

Section 22. Amendments or Additional Restrictions. The Declarant reserves and shall have the right (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, (b) the amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (c) to include in any contract or deed or other instrument hereafter made, any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained, and (d) to release any single lot from any part of the covenants and restrictions which have been violated if the Declarant in its sole judgment determines such violations to be a minor or insubstantial violation.

Section 23. Amendment of Restrictions with Consent of Owners. In addition to the rights of the Declarant provided for in Section 22 above, the Declarant reserves and shall have the right, with the consent of the persons then

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owning two-thirds (2/3) or more of the platted lots sold shown on the plat of the Glen Oaks Subdivision, to amend or alter these covenants and any part thereof in any other respect.

Section 24. Additional Restrictions by Individual Owners. No property owner, without the prior written consent and approval of Declarant and the Architectural Control Committee, may impose any additional covenants and restrictions on any part of the land shown on the plat of the Subdivision.

Section 25. Restrictions Effective Period. The covenants and restrictions contained herein, as amended and added to from time to time as provided for herein, shall be subject to the provisions hereof, and unless released as herein provided, be deemed to be covenants and restrictions running with the title to said land and shall remain in full force and effect for the time period identified in Article Seven herein.

Section 26. Architectural Control Committee. The Architectural Control Committee shall initially be composed of Class B members only.

Section 27. All homes must have a minimum of a double car garage, and no garage may be converted to heated and cooled living space.

Section 28. All homes shall have a minimum of 1650 sq. ft. of heated and cooled living area, exclusive of porches, garages and carports.

Section 29. The established roof pitch on the main portion of each residence shall be a minimum of 7/12. Offset gables may vary.

Section 30. All foundations shall be veneered with brick, stone, or split face block. Manufactured stone shall be allowed with approval of ARC.

ARTICLE SEVEN

GENERAL PROVISIONS

Section 1. Duration and Amendment. The covenants and restrictions of the Declarations hall run with and bind the land, for term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless a majority of the members of the Association decide that such covenants, conditions and restrictions shall abate, which decision if made shall be evidenced by an agreement in writing signed by a majority of the membership setting forth

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their decision, which document shall be effective when duly recorded in the Probate Records of Houston County, Alabama. This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the lot Owners and the record owners of mortgages constituting liens against the lots belonging to the lot Owners signing such amending instrument. Any amendment must be recorded in the Probate Records of Houston County, Alabama.

Section 2. Annexation. Additional residential property and common area may be annexed to the properties and become subject to this Declaration with the consent of two-thirds (2/3) of each class membership or by the act of Declarant in filing a recorded plat describing adjacent property for successive phases to the Glen Oaks Subdivision.

Section 3. Rules and Regulations by Board. The Board of Directors shall have the right to propose rules and regulations to govern the use of properties within this parcel. Such proposals shall be submitted in writing to each Owner, and such proposal shall become binding on all properties within the parcel unless at least one-third (1/3) of the Owners entitled to vote record with the Board a written "No" vote within ten (10) days, the secretary shall inform all Owners whether or not the regulations has been successfully proposes. If the proposal is approved, either the Association or any of its members shall have the right to enforce the use restriction or rule, through court action, if necessary. The successful party in such litigation shall be entitled to payment of attorney's fees and costs by the opposite party.

Section 4. Maintenance. The Association shall maintain the storm water detention area and such other areas as determined by the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set his hand and seal this 4TH day of August, 2006.

DECLARANT:
Glen Oaks, LLC
By: DEVA, LLC
Its: Manager

By: _____
Larry C. Register
Its: Co-Manager

By: _____
Forrest Register
Its: Co-Manager

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STATE OF ALABAMA)
HOUSTON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Larry C. Register and Forrest Register**, as Co-Managers of DEVA, LLC, a Limited Liability Company, whose name are signed to the foregoing, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, they in their capacity as such co-managers, executed the same voluntarily on the date the same bears date.

Given under my hand and official seal this the 4th day of August, 2006.

NOTARY PUBLIC

Notary Public My Commission
My Commission Expires: Expires 11-24-07

Recording Fee 50.00
TOTAL 50.00

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Customer Took Original - Teresa

Recorded In MISC BK 253 PG 474, 06/28/2007 03:53:36 PM
Luke Cooley, Judge of Probate, Houston County, Alabama

This instrument prepared by:
Joel W. Weatherford, Esq.
Farmer, Price, Hornsby & Weatherford, LLP
P.O. Drawer 2228
Dothan, Alabama 36302

Cross Reference: Declaration of Covenants, Conditions and Restrictions of Glen Oaks Subdivision recorded at Misc. Book 245, Page 325 in the Office of Judge of Probate of Houston County, Alabama

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GLEN OAKS SUBDIVISION

THIS FIRST AMENDMENT ("Amendment") is made this 27th day of June, 2007, by Glen Oaks, LLC, Deloney Construction, Inc. and Centurion V, Inc.

WITNESSETH:

WHEREAS, on August 9, 2006, Glen Oaks, LLC made that certain Declaration of Covenants, Conditions and Restrictions of Glen Oaks Subdivision ("Declaration"), which Declaration was recorded on August 9, 2006, at Misc. Book 245, Page 325, in the Office of the Judge of Probate of Houston County, Alabama.

WHEREAS, pursuant to Article Two, Section (d), of the Declaration, the undersigned, who constitute more than two-thirds (2/3) of the lot owners, deeded the Detention Pond Easement as shown on Exhibit "A" attached hereto and made a part hereof to Register, L.L.C., its heirs, successors and/or assigns on the 22nd day of June, 2007. Hereinafter, the Detention Pond area, as described on Exhibit "A", may be used for various purposes including, but not limited to, excavation, as a recreational pond, for water retention of Glen Oaks Subdivision in accordance with the requirements of the City of Dothan, Alabama, as a common area and water retention for other developments outside of Glen Oaks Subdivision.

WHEREAS, pursuant to Article Six, Section 23, of the Declaration, the undersigned, who constitute more than two-thirds (2/3) of the lot owners, desire to amend the Declaration as set forth herein.

NOW, THEREFORE, the undersigned Owners hereby amend the Declaration as follows:

1. Article Six, Section 6, *No Parking of Vehicles, Boats, etc*, is hereby deleted in its entirety and the following substituted in its stead:

Parking of Vehicles, Boats, etc.: Boats, RVs/motor homes, travel trailers, utility trailers, campers or wheeled vehicles may be permanently stored in the side or rear yard area only if the side or rear yard area is completely screened on all sides by a six foot (6')

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high privacy fence. Boats, RVs/Motor Homes, travel trailers, utility trailers, campers, and wheeled vehicles may be parked on a temporary basis in the paved driveways serving a lot. Said temporary basis shall be a maximum of forty-eight (48) hours. However, none of the above may be used for occupancy on any lot. Disabled vehicles or vehicles under repair may be kept on a lot within the garage located on said lot.

2. Article Seven, Section 4, *Maintenance* is hereby deleted in its entirety and the following substituted in its stead:

Register, L.L.C., its heirs, successors, and/or assigns, shall maintain the storm water detention area, as described in Exhibit "A", in accordance with the requirements of the City of Dothan, Alabama and the Association shall maintain such other areas as determined by the Association.

3. The term "Common Area" shall mean all of the real property owned by the Association for the common use and enjoyment of the Owners, but shall not include the Detention Pond, as shown on Exhibit "A", of the Final Plat of Glen Oaks, which Plat was recorded in the Office of the Judge of Probate of Houston County, Alabama on August 9, 2006 at Plat Book 11, Page 91.

4. The term "Declaration" in the Declaration or in this Amendment shall refer to the Declaration, as amended and modified by this Amendment.

5. The undersigned do hereby ratify and affirm the Declaration, as modified by this Amendment.

6. To the extent that any provision of the Declaration contradicts or conflicts with a provision of this Amendment, the provision of this Amendment shall control and supersede such conflicting or contradictory provision of the Declaration.

7. This Amendment shall become effective upon its recordation in the Office of the Judge of Probate of Houston County, Alabama.

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OWNERS:

Glen Oaks, LLC
By: DEVA, LLC
Its: Manager

By: _____
Forrest E. Register
Its: Manager

Deloney Construction, Inc.

By: _____

Its: President

Centurion V, Inc.

By: _____

Its: President

By signing this amendment, Register, L.L.C. joins in the amendment solely for the purpose of being bound to the maintenance of the storm water detention pond as set forth hereinabove at Article Seven, Section 4. Register, L.L.C. makes no representations or warranties to any party, nor does it assume any other duty or obligation, except as expressly set forth in the preceding sentence.

Register, L.L.C.

By: _____
Larry C. Register
Its: Manager

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STATE OF ALABAMA)
HOUSTON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Forrest E. Register**, as Manager of DEVA, LLC, a Limited Liability Company, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, he in his capacity as such Manager, executed the same voluntarily on the date the same bears date.

Given under my hand and official seal this the 27th day of June, 2007.

Notary Public
My Commission Expires: My Commission Expires 11-24-07

STATE OF ALABAMA)
HOUSTON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Don Deloney, whose name as President of Deloney Construction, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of the foregoing instrument, he, in said capacity and with full authority, executed the same voluntarily for Deloney Construction, Inc. on the day the same bears date on behalf of said corporation.

Given under my hand and official seal of office this the 27th day of June, 2007.

Notary Public
My Commission Expires: My Commission Expires 11-24-07

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FLORIDA
STATE OF ~~ALABAMA~~)
~~HOUSTON~~ BAY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that ERIC A. JENKINS, whose name as PRESIDENT of Centurion V, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of the foregoing instrument, he, in said capacity and with full authority, executed the same voluntarily for Centurion V, Inc. on the day the same bears date on behalf of said corporation.

Given under my hand and official seal of office this the 26th day of June, 2007.

SHARYN R. SHEERAN
MY COMMISSION # DD 306030
EXPIRES: July 29, 2008
Bonded Thru Notary Public Underwriters

Sharyn R. Sheeran
Notary Public
My Commission Expires: 7/29/08

STATE OF ALABAMA)
HOUSTON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Larry C. Register**, as Manager, of Register, L.L.C., a Limited Liability Company, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, he in his capacity as such Manager, executed the same voluntarily on the date the same bears date.

Given under my hand and official seal this the 27th day of June, 2007.

PATRICIA G. PHILLIPS
NOTARY PUBLIC
STATE AT L

Patricia G. Phillips
Notary Public
My Commission Expires: 11-14-08

DothanAR
Dothan Agent Resources

Exhibit "A"

Legal Description
Detention Pond Easement

A parcel of land in the City of Dothan, Houston County, Alabama, and being more particularly described as follows; Commencing at the purported northeast corner of the NW ¼ of Section 11, T2N, R26E, and then N89° 12' 26"W 435.79 feet, thence N89° 12' 26"W 196.27 feet to the POINT OF BEGINNING: and S00° 09" 14"W 499.98 feet, thence S89° 25' 18"W 441.52 feet, thence N00° 45' 57"W 177.24 feet, thence N49D 47' 24"E 501.72 feet, thence S89° 51' 01"E 62.07 feet to the point of beginning. Said parcel being in said forty and being subject to existing easements and or right of ways.

Recording Fee 25.00
TOTAL 25.00

DothanAR
Dothan Agent Resources