

**DECLARARTION OF RESTRICTIVE COVENTS FOR
AZALEA COMMONS PHASE II**

STATE OF ALABAMA

COUNTY OF COFFEE

A. KNOW ALL MEN BY THESE PRESENTS, That WHEREAS, GALANCO, Inc. is the owner of all of the lots and property embraced in that certain subdivision in the City of Enterprise, Coffee County, Alabama, more particularly described and known as **Azalea Commons Phase II**, as shown on plat which is recorded in the Office of the Judge of Probate, Enterprise, Coffee County, Alabama, in Plat Book 4, Page 145.

B. WHEREAS, GALANCO, Inc. is desirous of selling several lots described in that said Plat, as referred to hereinabove and is of the opinion that the restrictions hereinafter imposed upon all of the lots embraced in the above referred to Plat Book will be for the mutual benefit and protection of said lots and will enhance the value and desirability thereof;

NOW, THEREFORE, GALANCO, Inc. does hereby covenant and agree for itself, its heirs and assigns, that the following reservations, restrictions and covenants shall be and are hereby imposed upon each and every lot shown in said plat of Azalea Commons Phase II, for the benefit of each of the lots on which such restrictions are imposed, to-wit:

C. RESIDENTIAL AREA COVENANTS

C-1. **LAND USED AND BUILDING TYPE.** No lot may be used except for residential purposes, unless any lot is deemed necessary for further development, for expansion by developer.

No building shall be erected, altered, placed or permitted, to remain on any lot other than one detached, single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

C-2. **ARCHITECTURAL CONTROL.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street, than the minimum building setback line unless similarly approved. Approval shall be as provided in Part D. No window air conditioner units are permitted, to include garage areas.

C-3. **DWELLING QUALITY AND SIZE.** It is the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. The heated and cooled area of the main structure's first floor, exclusive of porches and garages, shall be 1250 square feet.

Recorded In: OFFREC
Book: 1124 Page: 105
Recorded: 10/23/2025 10:22:17 AM
Jodee Thompson, Probate Judge
Coffee County, Alabama
Inst Num: 393989 - 5 Pages

Fees: \$38.00
Total: \$38.00

C-4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that a 5-foot minimum side yard shall be permitted for a garage to other permitted accessory building located 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot, nearer than 40 feet to the rear lot line. For the purposes, of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. In the event the owner of any two (2) contiguous lots shall build a residence on each of said lots simultaneously either of said residences may be located not less than five (5) feet from the interior lot line; provided the distance of not less than 20 feet is maintained between said residences. No building shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be construed to permit any portion of a building to encroach upon another lot.

C-5 EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front lot line to the rear lot line to any utility company having an installation in the easement.

The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

C-6. LOT AREA AND WIDTH. See plat for minimum set back lines and lot size etc.

C-7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporary or permanently.

C-9. SIGNS. No sign of any kind shall be displaced to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

C-10. OIL AND MINING OPERATIONS. No oil drilling, oil development operation, oil refining, quarrying or mining, operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

No derrick or other structure designed to use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

C-11. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind, shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

C-12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping grounds for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-13. SIGHT DISTANCE AT INTERSECTIONS. No fence, walls, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain with such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

C-14. LAND NEAR PARKS AND WATER COURSES. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

C-15. COMMERCIAL VEHICLES. No trucks and no commercial type vehicles shall be stored or parked on any lot except while parked in a closed garage nor parked on any residential street in the subdivision, except while engaged in transporting to or from a residence in the subdivision.

C-16. SUBDIVISION OF LOTS. A single lot together with contiguous portion or portions of one or more lots in the same block may be used for one building site, and no building or structure or any part thereof shall be erected or maintained nearer the side boundary line of such integral unit than 7 1/2 feet.

C-17. SWIMMING POOLS: Any pool placed or located on any lot in this subdivision shall be placed only in the rear yard, and shall be completely enclosed with a fence.

C-18. INCIDENTAL BUILDINGS: Any permanent storage building constructed on any lot must be of similar construction to and harmonious with residence on said lot and a drawing of same must be presented to the architectural control committee prior to commencing construction on same.

C-19. TRAILERS, ETC.: No house trailer, horse trailer, camper or any similar item shall be stored on or at any lot for a period of time in excess of forty-eight (48) hours, unless housed in a carport or garage, or parked beyond the building setback line and otherwise screened so that it cannot be seen from adjacent and surrounding property. This also applies to parking on the streets.

C-20. VEHICLE MAINTENANCE AND REPAIR: No maintenance or repairs shall be performed on any vehicle upon any portion of the property, unless performed in a garage, except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the property must be completed within twenty-four (24) hours from its immobilization or the vehicle must be removed.

C-21. SATELLITE DISHES: Satellite Dishes shall be placed only in the rear yard and must not be visible to the public from the street.

PART D. ARCHITECTURAL CONTROL COMMITTEE.

D-1. MEMBERSHIP. The architectural control committee is composed of Danny Gay, President of GALANCO, Inc. The committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member(s) shall have full authority to designate a successor. Neither the member of the committee, nor its designate representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through the duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2. PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event, the committee or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E. GENERAL PROVISION and REQUIREMENTS.

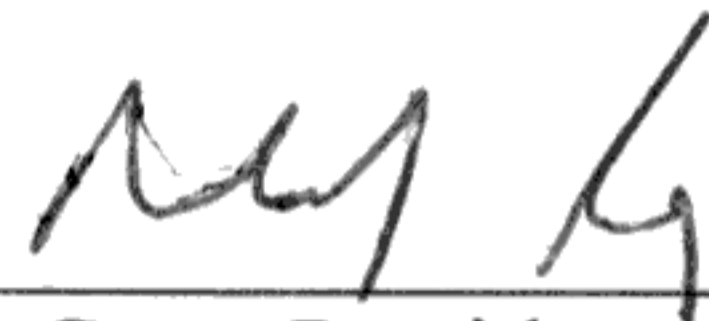
E-1. DETENTION POND. All matters including maintenance and repair for any such detention pond shall be the responsibility of Galanco, Inc., Its successors and/or assigns and the lot owners of Azalea Commons Phase II, all jointly and severally. The City of Enterprise shall not be responsible for any maintenance of detention pond.

E-2. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole and in part.

E-3. ENFORCEMENT. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

E-4. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Danny Gay, has caused this instrument to be executed in the name of GALANCO, Inc. and on its behalf has hereunto set its hands and seals this the 17 day of October, 2025.

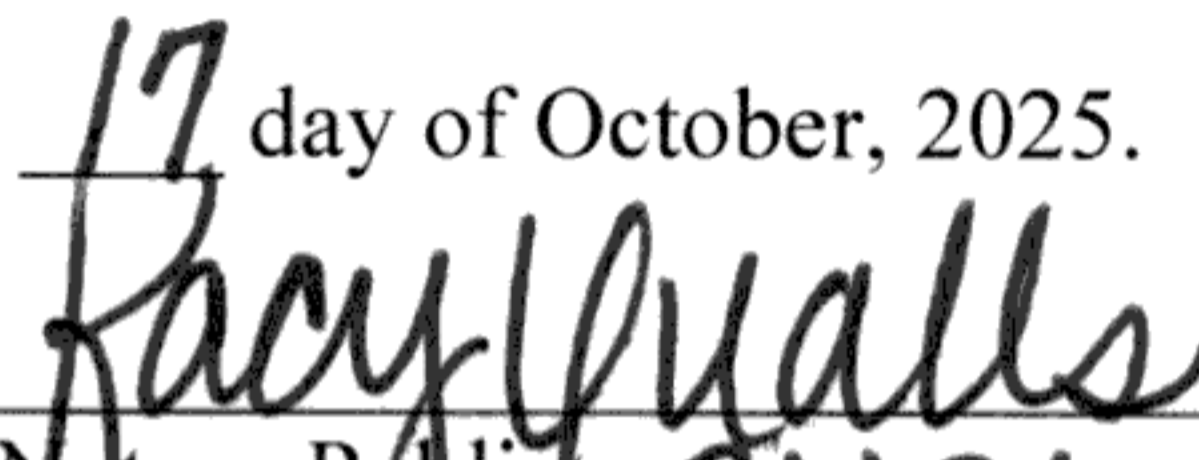


Danny Gay - President

STATE OF ALABAMA
COUNTY OF COFFEE

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Danny Gay, whose names as President of GALANCO, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Restrictive Covenants, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 17 day of October, 2025.



Notary Public 3/13/2027

PREPARED BY:
Weatherford & Williams, LLP
Attorney at Law
304 S. Edwards Street
P. O. Box 311291
Enterprise, AL 36331 (334) 347-1314





NEW HOME ORIENTATION OVERVIEW AND ACKNOWLEDGMENT

Your New Home Orientation is designed to promote quality assurance, and give you the opportunity to ask questions about your new home. During this appointment we will review warranty information, and note any visible cosmetic concerns identified. **This orientation is not a home inspection.** Please review the guidelines below to help ensure a smooth, and productive experience.

- New Home Orientations are scheduled **Monday–Friday between 7:00 AM and 3:00 PM.** Appointment hours may be affected by daylight savings time & holidays.
- Orientation must be completed **no later than 1 week prior to closing.**
- Attendance is limited to the buyer(s), buyer’s agent(s), and one additional guest.
- Appointments typically last approximately one hour. We kindly ask that all parties arrive on time.
- **The orientation may not begin without the builder’s representation present.**
- Please do not bring blue tape or independently mark items—our builder team will guide the process.
- Any concerns, or requests must be identified during the New Home Orientation.
- **No additional requests may be added once the orientation has concluded.**
- If a buyer is unable to attend in person, any FaceTime or video calls should take place **after all areas of the home have been reviewed,** allowing for a clear and focused walkthrough.
- Walkthroughs are conducted following industry standards, including maintaining a 6-foot distance from walls. **The use of flashlights is not permitted.**
- Professional home inspections, measurements, as well as any personal inspections, must be scheduled separately with the buyer’s agent before or after the orientation appointment.
- Animals are not permitted on site, except for registered service animals.

By signing below, Buyer(s) acknowledge they have reviewed, and understand the New Home Orientation process, and guidelines above.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

NON-WARRANTED ITEMS & EXCLUSIONS ADDENDUM

LIMITED WARRANTIES

CJL CONSTRUCTION LLC

The following are excluded from the builders warranty and become the responsibility of the buyer upon closing.

1. Any improvements Installed after closing whether installed by the homeowner or a licensed contractor.
2. Defects or deficiencies resulting from terror attacks, war, Acts of God, change in the level of underground water table, accidents, civil commotion, riot, fire, underground springs, explosion, saturated soils, smoke, water escape, windstorm, mudslide, erosion, hail, lightning, hurricanes, tsunamis, falling trees, aircraft, vehicles, flood, earthquakes, sink holes or volcanic eruptions.
3. Condensation or dampness causing damage due to your failure to maintain or provide adequate ventilation to equipment.
4. Deficiencies of drainage that do not affect the homes structural integrity. Note: Certain areas of the county have a clay-based soil which may cause the yard to hold water longer during or after rain.
4. Driveways, patios, walkways, decks and sidewalks.
6. Damage to any water lines, back flow preventing equipment, wells, electrical or plumbing items resulting from your failure to protect items from climate changes such as freezing temperatures or damage resulting from installing pictures or any penetration that may cause damage.
7. Damage made worse or caused by uneven, Inadequate or excessive watering of soils within close proximity of foundations or damage caused by trees planted within too close to foundation.
8. All landscaping, including sod, seeding, plants, trees, shrubs, mulch, pine straw, tree bark and any other areas of the lawn and landscape.
9. Sprinkler system damage due to mowing, raking, weed eating, vehicles, accidents or damage caused by any lawn type equipment.
10. Pest Control issues to Include but not limited to any type of bugs, ants and animals.
11. Damage to exterior A/C unit due to mowing, raking, weed eating, vehicles, accidents, animals, pest, bugs or damage caused by any lawn type equipment.
12. Flooring damaged by scratches, spills, water damage, accidental holes and normal wear and tear.
13. Cabinets damaged by scratches, spills, water damage, accidental holes and normal wear and tear.
14. Counter tops damaged by scratches, spills, blunt force, chipping, burns, water damage and normal wear and tear. Caulking around counter tops after 90 days.
15. All doors including garage doors damaged by scratches, accidental holes, dents, water damage and normal wear and tear.
16. Windows damaged by accidental broken glass or storm damage.
17. Items provided by the homeowner for the builder to install prior to closing.
18. Any cosmetic items that were not addressed at the walk through with the builder prior to closing. It is the responsibility of the buyer to check with local planning agencies and homeowners associations (If the property is located in an association or is governed by restrictions) when making changes and additions to the property. Some of the items listed are not Included with all homes and may be additional upgraded items.

MANUFACTURERS' WARRANTIES: We assign and pass through to you the MANUFACTURERS warranties on all appliances and equipment. The following are examples of such appliances and equipment, though not every home includes all of these items, and some homes may include appliances or equipment not on the list: range, microwave, dishwasher, HVAC, thermostat, hot water heater, sprinkler system. For a period of ninety (90) days after closing, the following items will be free of defects in materials or workmanship: doors (not including hardware), caulking around exterior openings and plumbing fixtures.

EXCLUSIONS FROM COVERAGE: Work done by you or anyone else except us or (If requested by us) our subcontractors.

CLAIMS PROCEDURE: If a defect appears, which you think is covered by this Limited Warranty, you must call the appropriate subcontractor and notify us by email: warranty@cjlhomes.net, describing the problem in detail. Tell us in your email what times during the day you will be at home so that we can schedule service. PLEASE PROVIDE YOUR EMAIL AND CONTACT PHONE NUMBER. If a delay will cause further damage (i.e. pipe has burst) please call your selling agent to contact us. Only emergency calls will be taken by phone.

REPAIRS: Upon receipt of a defect, if the defective item is covered by this Limited Warranty, we will repair or replace it at no charge. The work will be done by us or our subcontractors chosen by us. The choice between repair and replacement is ours.

NON-TRANSFERABLE: This Limited Warranty is extended to you only if you are the first purchaser of the home. When the first purchaser sells the home, this Limited Warranty automatically terminates.

Buyer _____ Date _____

CJL Construction LLC-Colton Leyendecker

Buyer _____ Date _____

License#29916 Date _____



Pre-Closing Walkthrough & Important Homeowner Information

As you complete your pre-closing walkthrough, this is your opportunity to identify and note any cosmetic items that may need repair or touch-up. A small container of touch-up paint will be left in the garage for your use should any additional touch-ups be needed after move-in.

Appliance Registration

All appliances in the home must be registered in your name to activate the manufacturer's warranty. You will find either registration cards in the cabinets or QR codes on each appliance (microwave, dishwasher, range, and water heater) that you can scan to complete the registration process.

HVAC Registration – Please Read Carefully

In the HVAC closet, you will find a folder containing the HVAC contractor's information. It is extremely important that you call and register the system in your name. Doing so ensures you receive the full 10-year manufacturer warranty instead of the default 1-year coverage.

HVAC Maintenance Tip

To maintain optimal performance of your HVAC system, the filter should be replaced at least once a month. At the same time, we recommend pouring ¼ cup of vinegar followed by 2 cups of warm water into the drain line (accessible by removing the cap) to prevent buildup and algae growth.

Electrical Note – GFCI Outlets

If you encounter any outlets that are not working, please check all GFCI receptacles (typically located in bathrooms, the kitchen, laundry room, garage, and exterior areas) to ensure none have been tripped before submitting a service request.

Warranty Requests

Should you need to file a warranty claim, please send all requests to:
warranty@cjlhomes.net



CJL Construction LLC

Warranty Contact: warranty@cjlhomes.net

Subcontractor Contacts

1. **Electrician:** South AL Plumbing & Electric — 334-790-0267
 2. **Garage Door:** E.E. Bentley — 334-793-1449
 3. **Plumber:** South AL Plumbing & Electric — 334-790-0267
 4. **HVAC:** Woodall Heating & Cooling — 334-347-1243
 5. **Roof:** Archer Exteriors — 1-800-994-2724
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Warranty Information

If you have any warranty issues, please contact the appropriate subcontractor listed above and email your issue to:

warranty@cjlhomes.net

This allows our team to properly follow up on the issue.

Helpful Homeowner Maintenance Information

GFCI Information

Please check to make sure all GFCI outlets are not tripped at either the outlet itself or at the electrical panel before requesting an electrical warranty repair.

HVAC Maintenance

Filters should be changed every 2 weeks for the first few months after move-in. If you have pets, continue changing filters every 2 weeks.

Once per month, pour:



- 1 cup of white vinegar followed by
- 1 gallon of warm water

down the HVAC drain line to help prevent clogs.

Important Warranty Notes

- Buyers must complete all warranty registrations for appliances, water heater, and HVAC systems.
- If a buyer installs solar panels on the home, the roof warranty may be voided.
- If a buyer attempts to repair any item covered under the 1-year builder warranty, the warranty may be voided for that item.

This document is intended as a general homeowner reference sheet and may be updated as subcontractor information changes.



Builder Upgrade Costs

Upgrade Options

Fridge	\$2,000
Washer/Dryer	\$1,200
Blinds	\$1,000
Gutters	\$2,800
Tile Shower	\$5,000
Glass Shower Door	\$1000
Irrigation	\$4000
LVP Throughout – 3 Bedroom	\$1800
LVP Throughout – 4 Bedroom	\$2400

For more information, contact us:

CJL Homes | www.cjlhomes.net | 850-312-8683

Here is the list of standard finishes that these homes are finished out with or can be used for future pre-sales.

All brick exterior

9' walls throughout

LVP throughout

Quartz counter tops

Stainless steel appliances (FRIDGE IS EXTRA)

Irrigation System

Black hardware

Gas water heater, range, Furnace

CJL Homes - Quality You Can Trust

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