

013627

DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR
LOTS 2 THROUGH 54 IN CEDAR PARK

FICHE 94-290 FRAME 57

THIS DECLARATION is made on the date hereinafter set forth by Lauderdale Homes, Inc. ("Declarant"), being the owner and mortgagor of the hereinafter described real property, and The First National Bank of Florence, Florence, Alabama, ("Bank"), being the mortgagee of said real property.

W I T N E S S E T H:

WHEREAS, Declarant is the owner and the mortgagor and the Bank is the mortgagee of certain property in the City of Florence, County of Lauderdale, State of Alabama, which is more particularly described as:

Lots 2 through 54 in CEDAR PARK, a subdivision recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 6 at Page 162.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all the parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. The Bank, by executing this instrument, hereby accepts and joins in this Declaration as mortgagee.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to "Cedar Park Homeowners Association I" and its successors and assigns.

Section 2. "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of Lot 1 and any common area now existing and designated as Open Space on the plat of the subdivision or which may hereafter be annexed.

Section 5. "Declarant" shall mean and refer to Lauderdale Homes, Inc., an Alabama Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to any common area now existing and designated as Open Sapce in the plat of the subdivision or which may hereafter be annexed, said right and easement of enjoyment shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area, if any.

(b) The right of the Association to suspend the voting rights and right to use any common area or any recreational facilities by an Owner for any period during which any assessment against his or her Lot remains unpaid; and for a

period not to exceed sixty (60) days for any infraction of its published rules and regulations. FICHE 94-290 FRAME 59

(c) The right of the Association to dedicate or transfer all or any part of any common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

Section 2. Delegation of use. Any Owner may delegate, in accordance with the By-Laws, his or her right of enjoyment to any common area and any recreational facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of

either of the following events, whichever occurs earlier:

FICHE 94290 FRAME 60

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1998.

In the event additional residential property is annexed and new lots become subject to the Declaration of Covenants, Conditions, and Restrictions of the Association, Class B membership shall be increased (or reinstated in the event Class B membership shall have ceased) for each Lot annexed, subject to the same voting rights set forth heretofore.

ARTICLE IV

COVENANT FOR CAPITAL, MAINTENANCE AND OPERATION

EXPENSES ASSESSMENTS AND LIENS THEREFOR

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 a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments, (2) special assessments for capital improvements and operation expenses, and (3) any assessment created under Article V, such assessments to be established and collected as herein provided. All of said 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. The Association shall have the right to enforce all liens hereunder imposed to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures as in the case of mortgages under applicable law. Each such assessment, together with interest, costs, and reasonable attorney's fees incurred in

the enforcement, foreclosure or collection thereof, shall also be the personal joint and several obligation of the person or persons who was or were the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by them. Declarant shall not be required to pay such annual assessment as to any Lots owned by it so long as Declarant elects, at its option, to provide the maintenance and improvements called for in Article IV, Section 2. At such time as Declarant is not maintaining and providing such maintenance and improvements, it shall pay such annual assessment on Lots owned by it.

Section 2. Purpose of Annual Assessment. The annual assessment levied by the Association shall be used exclusively for maintenance and improvement of any common area, operating expenses of the Association, and the maintaining, improvement and replacing of lawns and shrubs on all Lots and any common areas including mowing, raking, seeding and planting, to the extent funds are available by reason of such annual assessments or otherwise.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be FOUR HUNDRED TWENTY AND NO/100 (\$420.00) DOLLARS per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 6% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 6% by a vote of two-thirds (2/3) of each class of members who are

voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may from time to time fix the annual assessment at an amount not in excess of the maximum and may direct the date or dates of the payment thereof in one lump sum or in installments.

Section 4. Special Assessments for Capital Improvements and Operating Expenses. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any common areas, including fixtures and personal property 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 or 4 shall be sent to all members not less than 30 days nor more than 50 days in advance of the meeting. At the first 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. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 50 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments, set forth in Sections 3 and 4

above, must be fixed at a uniform rate for all Lots and may be collected on a monthly basis or such other basis as determined by the Board.

Section 7. 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 the month following the first conveyance of a Lot by Declarant to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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 8. 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 eight percent (8%) per annum. The association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any common area or abandonment of his Lot.

Section 9. Subordination of 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 become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Alabama shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

EXTERIOR MAINTENANCE

(a) The Association shall, to the extent allowable by monies available from annual assessments, provide for the maintaining, replacing and improvement of lawns and shrubs on all Lots including raking, mowing, seeding and planting. In the event the need for such maintenance, replacement, or improvement is caused by or arises out of any willful or negligent act of the Owner, members of his or her family, or his or her guests or invitees, the cost of such shall be added to and become a part of the assessment to which such Lot is subject.

(b) In the event an Owner of any Lot in the Properties shall fail to maintain, restore and repair the roof, gutters, downspouts, exterior building surfaces, and other exterior improvements in a manner satisfactory to the Board of Directors, the Association; after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, but not the obligation, through its contractors, agents and employees, to enter upon said parcel and to repair, maintain and restore such roof, gutters, downspouts, exterior building surfaces, and other exterior improvements. The

cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his or her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. In the event of any dispute arising concerning a party wall, or under the provisions of this Article VI, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all arbitrators.

ARTICLE VII

ARCHITECTURAL CONTROL AND USE RESTRICTION

No building, fence, lawn statuary or decorations, flagpoles, mailboxes, wall or other structure or exterior surface or roof of any building or structure shall be commenced, repaired, replaced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design, colors, materials and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Without limiting the foregoing, such plans and specifications must include a detailed statement of the colors of any paints or materials to be used in exterior surfaces and roofs. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, as evidenced only by its written acknowledgment of receipt thereof, approval will not be required and this Article will be deemed to have been fully complied with. In any event, the Lots shall be used solely for single family residential purposes and not more than one single family residence may be erected, constructed or permitted to remain upon any Lot. No business, trade or commercial activity of

any kind or character may be conducted upon any Lot. Such plans may be disapproved because of any of the following:

- (a) failure of such plans or specifications to comply with any of the Restrictions;
- (b) failure to include information in such plans and specifications as may have been reasonably requested;
- (c) objection to the exterior design, appearance or materials of any proposed building or repairs or replacement;
- (d) incompatibility of any proposed building with existing buildings upon other Lots in the vicinity;
- (e) objections to the location of any proposed structure upon any Lot or with reference to other Lots in the vicinity;
- (f) objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any proposed structure.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a 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. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional land may be annexed and made subject to this Declaration by the Declarant without the consent of members within twenty (20) years of the date of this instrument.

Section 5. Easements. The Declarant proposes to construct on each of the foregoing Lots a town house or patio home. In the matter of the construction and completion of a town house or a patio home, certain eaves, roof overhangs and brick veneer attached to the structural walls will or may encroach over onto the air space of an adjoining or contiguous Lot. There is hereby created on each of said Lots so affected an easement for said encroachments or overhangs created by said construction. In addition to the easements for each of said encroachments or overhangs, there is also granted the right to maintain and repair the same so long as said encroachments and overhangs shall and do exist. In the further event that any structure comprising a town house is totally destroyed and then rebuilt, such encroachments and easements shall be permitted in the matter of the reconstruction and the right of maintenance shall continue to exist. An easement of access is reserved over and across the roofs of all structures where reasonably required for the purpose of maintaining, repairing, or constructing or reconstructing adjacent structures. Each Lot is also subject to all easements as shown on the plat of CEDAR PARK as recorded in the office of

the Judge of Probate of Lauderdale County, Alabama, in Plat Book 6 at Page 162. An easement of ingress and egress is also reserved to the Declarant over and across all utility and other easements shown on the aforesaid plat for the purpose of constructing, repairing, or maintaining any town home or patio home on any Lot hereunder.

Section 7. Option of Association to Purchase. In the event the dwelling on any Lot is wholly or partially destroyed by fire, flood, act of God or any other cause or casualty and the Owner thereof does not rebuild or restore the same to like good order and condition as existed prior to such total or partial destruction within six (6) months of such destruction, then the Association shall have the right, privilege, and option to purchase such Lot at the fair market value thereof as fixed and determined by the average of three appraisals in writing, one by each of three licensed real estate brokers or appraisers licensed to do business in Lauderdale County, Alabama.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 7th day of June, 1994.

LAUDERDALE HOMES, INC.,
an Alabama Corporation

ATTEST:

C. Lawrence ...
Its Secretary

By Harold R. ...
Its President

THE FIRST NATIONAL BANK OF
FLORENCE, FLORENCE, ALABAMA

ATTEST:

Conrad H. ...
Its Senior Vice President

By [Signature]
Its Senior Vice President

STATE OF ALABAMA)
LAUDERDALE COUNTY)

FICHE 94-290 FRAME 70

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Hillard G. Matthews, whose name as President of Lauderdale Homes, Inc., an Alabama Corporation, is signed to the foregoing Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Declaration, 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 9th day of June, 1994.

Lillian M. Stewart
Notary Public

STATE OF ALABAMA)
LAUDERDALE COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that James Savage, whose name as Sr. Vice-President of The First National Bank of Florence, Florence, Alabama, a national banking association, is signed to the foregoing Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Declaration, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and official seal, this 7th day of June, 1994.

Jally Dice Murphy
Notary Public
MY COMMISSION EXPIRES 02/20/98

This instrument prepared by
BRANT YOUNG, Attorney
Florence, Alabama 35630

STATE OF ALABAMA
LAUDERDALE COUNTY
JUN 15 8 34 AM '94

013628 FICHE 94-291 FRAME 1
ARTICLES OF INCORPORATION
OF
CEDAR PARK HOMEOWNERS ASSOCIATION I

In compliance with the requirements of Code of Alabama 1975, Sections 10-3A-1 through 10-3A-225, the undersigned, all of whom are residents of Lauderdale County, Alabama, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a nonprofit corporation and do hereby certify:

ARTICLE I

The name of the corporation is "CEDAR PARK HOMEOWNERS ASSOCIATION I" hereinafter sometimes called the "Association."

ARTICLE II

The initial registered office of the corporation is located at 1910 Bruin Drive, Florence, Alabama.

ARTICLE III

Hillard G. Matthews, whose business address is 1910 Bruin Drive, Florence, Alabama, is hereby appointed the initial registered agent of this corporation.

ARTICLE IV

Hillard G. Matthews and Charles W. Matthews whose business address is 1910 Bruin Drive, Florence, Alabama, are the incorporators of this corporation.

ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for

which it is formed are to provide for maintenance, preservation and architectural control of the Residential Lots and Common Area within jurisdiction of this Association and in furtherance of this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Lots 2 through 54 in CEDAR PARK, hereinafter called the "Declaration," applicable to the property and recorded or to be recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments and liens pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Alabama by law may now or hereafter have or exercise.

ARTICLE VI FICHE 94-291 FRAME 3
MEMBERSHIP

Each person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VII

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 1998.

In the event additional residential property is annexed and new lots become subject to the Declaration of Covenants, Conditions, and Restrictions of the Association, Class B membership shall be increased (or reinstated in the event Class B membership shall have ceased) for each Lot annexed, subject to the same voting rights heretofore set forth.

ARTICLE VIII

BOARD OF DIRECTORS

The internal affairs of this Association shall initially be managed by a board of three (3) directors, which number shall increase to nine (9) directors as hereinafter set forth. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors as hereinafter provided are:

Hillard G. Matthews, 208 Knightsbridge Road, Florence, Alabama

Charles W. Matthews, Route 8, Box 132B, Florence, Alabama

C. Norman Fleming, Route 4, Box 292A, Lingerlost Road, Killen, Alabama.

At the first annual meeting the members shall elect three directors for a term of three years, and at each annual meeting thereafter the members shall elect three directors for a term of three years. Directors need not be members of the Association. A change in the number of directors and their terms of office may be made by amending the By-laws of the Association.

FICHE 94-291 FRAME 5

Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his successors shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

ARTICLE IX

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be first used to pay and discharge all liabilities and obligations of the Association, if any, and then any remaining assets shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

Amendment of these Articles shall require the assent of

FICHE 94-291 FRAME 6

seventy-five (75%) percent of the entire membership of the Association.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Alabama, we, the undersigned, being the incorporators of this Association, have executed these Articles of Incorporation this 11 day of June, 1994.

Hillard G. Matthews
Hillard G. Matthews

Charles W. Matthews
Charles W. Matthews

STATE OF ALABAMA)
)
LAUDERDALE COUNTY)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Hillard G. Matthews and Charles W. Matthews, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 11 day of June, 1994.

Lillian M. Stewart
Notary Public

STATE OF ALABAMA
LAUDERDALE COUNTY

)
)
)

FICHE 94-291 FRAME 7

TO: HILLARD G. MATTHEWS
CHARLES W. MATTHEWS

CERTIFICATE OF INCORPORATION OF THE
CEDAR PARK HOMEOWNERS ASSOCIATION I

This is to certify that you, as Incorporators, have duly organized according to the laws of the State of Alabama, as a nonprofit body corporate, under the name of CEDAR PARK HOMEOWNERS ASSOCIATION I and for the purposes of your declaration on file in this office, dated the 15th day of June, 1994, and that you are now fully authorized to commence business under your Articles of Incorporation.

GIVEN under my hand and seal of office this the 15th day of June, 1994.

William E. Hanbery
Judge of Probate

STATE OF ALABAMA
LAUDERDALE COUNTY
JUN 15 9 57 AM '94
PROBATE

**RESTATED AND AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CEDAR PARK
LOTS 2-54, LOTS 55-107 AND A RESURVEY OF LOT 54, AND LOTS 108-131**

THIS RESTATED AND AMENDED DECLARATION is made on the date hereinafter set forth by Cedar Park Homeowners Association I ("Declarant"), being the duly formed, incorporated and authorized homeowners association of the hereinafter described real property.

Recording Fee	47.00
TOTAL	47.00

WITNESSETH:

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Cedar Park Lots 2-54 is duly recorded and on file in the Office of the Judge of Probate of Lauderdale County, Alabama at FICHE 94-290, FRAME 57;

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Cedar Park Lots 55-107 and a resurvey of Lot 54 is duly recorded and on file in the Office of the Judge of Probate of Lauderdale County, Alabama at FICHE 97-123, FRAME 30;

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Cedar Park Lots 108-131 is duly recorded and on file in the Office of the Judge of Probate of Lauderdale County, Alabama at FICHE 99-725, FRAME 27;

WHEREAS, Declarant herein is the duly formed, incorporated and authorized homeowners association of certain real property in the City of Florence, County of Lauderdale, State of Alabama, which is more particularly described as follows:

Lots 2-54 in CEDAR PARK, a subdivision recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 6 at Page 162.

Lots 55-107 and a Resurvey of Lot 54 in CEDAR PARK, a subdivision recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 6 at Page 247.

Lots 108-131 in CEDAR PARK, a subdivision recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 6 at Page 333.

WHEREAS, Declarant is the proper entity to file this Restated and Amended Declaration of Covenants, Conditions and Restrictions because the Declarant in

the original Declarations identified hereinabove (Lauderdale Homes, Inc.) no longer owns any of the lots in Cedar Park; and

WHEREAS, Declarant has obtained the necessary approval of this Restated and Amended Declaration, as required in each of the three original declarations.

NOW, THEREFORE, Declarant herein (Cedar Park Homeowners Association I) hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property, and shall be binding on all the parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to "Cedar Park Homeowners Association I" and its successors and assigns.

Section 2. "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties and any common area now existing and designated as Open Space on the plat of the subdivision or which may hereafter be annexed.

Section 5. "Declarant" shall mean and refer to Cedar Park Homeowners Association I, its successors and assigns if such successors or assigns.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to any common area now existing and designated as Open Space in the plat of the subdivision or which may hereafter be annexed, said right and easement of enjoyment shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area, if any.

(b) The right of the Association to suspend the voting rights and right to use any common area or any recreational facilities by an Owner for any period during which any assessment against his or her Lot remains unpaid; and for a period of not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of any common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his or her right of enjoyment to any common area and any recreational facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership. Voting members of the Association shall be all Owners, and such members shall

be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV
COVENANT FOR CAPITAL, MAINTENANCE AND OPERATION
EXPENSES ASSESSMENTS AND LIENS THEREFOR

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments, (2) special assessments for capital improvements and operation expenses, and (3) any assessment created under Article V, such assessments to be established and collected as herein provided. All of said 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. The Association shall have the right to enforce all liens hereunder imposed to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures as in the case of mortgages under applicable law. Each such assessment, together with interest, costs, and reasonable attorney's fees incurred in the enforcement, foreclosure or collection thereof, shall also be the personal joint and several obligations of the person or persons who was or were the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by them.

Section 2. Purpose of Annual Assessment. The annual assessment levied by the Association shall be used for mowing and raking of owners' lawns, maintenance and improvement of any common area, operating expenses of the Association (including without limitation taxes, insurance and utilities), and the maintaining, improvement and replacing of lawns and shrubs on any

common areas including mowing, raking, seeding and planting, to the extent funds are available by reason of such annual assessments or otherwise.

Section 3. Annual Assessment. The annual assessment per lot shall be determined by the Board of Directors of the Association in its sole discretion.

(a) The annual assessment may be increased each year not more than 6% above the assessment for the previous year without a vote of the membership.

(b) The annual assessment may be increased above 6% by a vote of two-thirds (2/3) of the voting members of the Association, as determined by Article III, Section 2. Such voting may be in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may from time to time fix the annual assessment at an amount not in excess of the maximum amount determined by the Board and may direct the date or dates of the payment thereof in one lump sum or in installments.

Section 4. Special Assessments for Capital Improvements and Operating Expenses. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any common areas, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the 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 Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If

the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 50 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments, set forth in Sections 3 and 4 above, must be fixed at a uniform rate for all Lots and may be collected on a monthly basis or such other basis as determined by the Board.

Section 7. Date of Commencement of Annual Assessments: Due Dates. 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 8. Effect of Nonpayment on Assessments: Remedies of the Association. Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of prime plus one percent (1%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any common area or abandonment of his Lot.

Section 9. Subordination of 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 line of such assessments as to payments which

become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Alabama shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V EXTERIOR MAINTENANCE

(a) The Association shall, to the extent allowable by monies available from annual assessments, provide for the maintaining and improvement of all common areas and common lots including raking, mowing, seeding and planting. In the event the need for such maintenance is caused by or arises out of any willful, reckless or negligent act or omission of an Owner, members of his or her family, or his or her guests or invitees, the cost of such shall be added to and become a part of the assessment of said owner.

(b) In the event an Owner of any Lot in the Properties shall fail to maintain, restore and repair the roof, gutters, downspouts, fences or other exterior building surfaces, and other exterior improvements in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, but not the obligation, through its contractors, agents, and employees, to enter upon said parcel and to repair, maintain and restore such roof, gutters, downspouts, exterior building surfaces, fences and other exterior improvements. The cost of such exterior maintenance shall be the responsibility of said owner of the involved lot.

ARTICLE VI
OTHER GENERAL CONDITIONS

Section 1. No house trailer, tent, shack, garage, barn or other outbuilding shall at any time be erected or used, temporarily or permanently, on, near or adjacent to any lot.

Section 2. No noxious, illegal or offensive conduct or use of property shall be permitted on or in connection with any lot, nor shall anything be done thereon by any lot owner that may be, or become, an annoyance or nuisance. No grantee or grantees, under any conveyance, nor any purchasers, shall at any time conduct or permit to be conducted on any residential lot any trade or business of any description, either commercial or non-commercial, religious or otherwise, including day schools, nurseries, or church schools, nor shall such premises be used for any other purpose whatsoever except for the purpose of providing a private, single-family dwelling or residence.

Section 3. No lot, property, house, home or structure shall be used at any time as a rental property, rental house, apartment house, flat, tenement, boarding house or rooming house, without the express written consent of the Board of the Association. Further, without limiting the generality of the foregoing, no owner of any lot or property subject to these covenants, conditions and restrictions may, at any time, lease, sublease or rent such property to other individuals, without the express written consent of the Board of the Association.

Section 4. No manufacturing, commercial or business enterprise or enterprises of any kind shall be maintained on, in front of, or in connection with any lot or property subject to these covenants, nor shall such lot or property in any way be used for any purpose other than a single-family residence. (An annual one or two day yard sale is permitted).

Section 5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or property, or any portion of such property except dogs, cats

and other domestic/household pets may be kept provided they are not kept, bred or maintained for business or commercial purposes.

Section 6. No boat, boat trailer, personal watercraft (jet ski), personal watercraft trailer, motorcycle, all-terrain vehicle, camper, house trailer, horse trailer, utility trailer, recreational vehicle or any similar apparatus or vehicle may be stored or permitted to remain on any lot or property unless the same is stored or placed at all times in a fully enclosed garage connected to and made a part of the house or residential dwelling on said lot or property, except for temporary storage for a period not to exceed 72 hours in duration, with such temporary occurrences not to exist more than three (3) times in any one calendar year. Further, without limiting the generality of the foregoing, the parking of private passenger automobiles is restricted to paved driveways and no such private passenger vehicle shall at any time be parked in yards, grass, or common areas.

Section 7. No heavy power equipment, hobby shops or vehicle maintenance (other than emergency work which can be completed in less than forty-eight (48) hours and which does not render such vehicle inoperable for more than forty-eight (48) hours) shall be permitted on any lot or property at any time.

Section 8. No basketball goals or apparatus or fixed sport apparatus attached to the exterior of any home, residential dwelling or building shall be permitted except inside the backyard.

Section 9. No mobile home, trailer home, RV or other movable structure may be stored or kept on, adjacent to or near any lot or property at any time.

Section 10. Garbage, trash, recycling or similar containers of any and all types may not be visible from the street except on designated pick-up days.

Section 11. No signs of any type, kind or character shall be displayed in public view on or around any lot except as follows:

(a) Professional sign of not more than five square feet (2.5 ft x 2 ft) advertising the property for sale, i.e., real estate sign;

(b) Professional sign of not more than five square feet (2.5 ft x 2 ft) promoting or supporting the candidacy of an identified individual seeking public office in an upcoming election, i.e., a political sign, but said sign must be promptly removed following said election.

(c) The signs permissible under this section shall be placed on lots so as not to impede or interfere with the mowing and maintaining of lawns.

Section 12. Lawn statuary and similar lawn ornaments or decorations shall be placed on lots so as not to impede or interfere with the mowing and maintaining of lawns.

Section 13. All driveways and adjacent parking areas must be constructed of concrete and/or concrete materials. Any driveways or parking areas composed of gravel, dirt, asphalt, shells or similar materials are strictly prohibited.

Section 14. Bedding mulch and/or bark materials must be of dark brown color so as to promote harmony of colors and materials throughout Cedar Park.

ARTICLE VII
ARCHITECTURAL CONTROL AND USE RESTRICTION

No building, fence, flagpoles, mailboxes, wall or other structure or exterior surface or roof of any building or structure shall be commenced, repaired, replaced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design, colors, materials and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by a covenant protection committee composed of three (3) or more representatives appointed by the Board.

Without limiting the generality of the foregoing, such plans and specifications must include a detailed statement of the colors of any paints or

materials to be used in exterior surfaces and roofs. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, as evidenced only by its written acknowledgment of receipt thereof, approval will not be required and this Article will be deemed to have been fully complied with. In any event, the Lots shall be used solely for single family residential purposes and not more than one single family residence may be erected, constructed or permitted to remain upon any Lot. No business, trade or commercial activity of any kind or character may be conducted upon any Lot, with the exception of an annual one to two day yard sale. Such plans may be disapproved because of any of the following:

- (a) failure of such plans or specifications to comply with any of the Restrictions;
- (b) failure to include information in such plans and specifications as may have been reasonably requested;
- (c) objection to the exterior design, appearance or materials of any proposed building or repairs or replacement;
- (d) incompatibility of any proposed building with existing buildings upon other Lots in the vicinity;
- (e) objections to the location of any proposed structure upon any Lot or with reference to other Lots in the vicinity;
- (f) objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any proposed structure.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association to enforce any covenant or restriction

herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall 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. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Option of Association to Purchase. In the event the dwelling on any Lot is wholly or partially destroyed by fire, flood, act of God or any other cause or casualty and the Owner thereof does not rebuild or restore the same to like good order and condition as existed prior to such total or partial destruction within six (6) months of such destruction, then the Association shall have the right, privilege, and option to purchase such Lot at the fair market value thereof as fixed and determined by the average of three appraisals in writing, one by each of the three appraisers licensed to do business in Lauderdale County, Alabama.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 10th day of November, 2005.

ATTEST:

Amy Miller

CEDAR PARK HOMEOWNERS ASSOCIATION I,
an Alabama Corporation

By: [Signature]
Its President

ATTEST:

Amy Miller

By: Richard Peck
Its Secretary

STATE OF ALABAMA

COUNTY OF LAUDERDALE

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that A.T. Henry, whose name as President of Cedar Park Homeowners Association I, an Alabama corporation, is signed to the foregoing Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Declaration, 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 10th day of November, 2005.

Keri Rummage
Notary Public
My Commission Expires: 03-09-08

STATE OF ALABAMA

COUNTY OF LAUDERDALE

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Richard Peck, whose name as Secretary of Cedar Park Homeowners Association I, is signed to the foregoing Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Declaration, 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 10th day of November, 2005.

Keri Rummage
Notary Public
My Commission Expires: 03-09-08

THIS INSTRUMENT PREPARED BY:

**Charles J. Kelley
Attorney at Law
408 W. Dr. Hicks Blvd.
Florence, AL 35630
256-767-2570**