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Will Motlow  
Probate Judge  
Lauderdale County, AL

**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR**

**CYPRESS CREEK MANOR PHASE III**

Recording Fee 50.00  
TOTAL 50.00

- I. **CYPRESS CREEK MANOR, LLC** is the owner of the property in the subdivision shown on the map and plat prepared by Price and Rider Engineering, known and designated as **CYPRESS CREEK MANOR PHASE III**, located in Lauderdale County, Alabama, and shown in Plat Book 7, Page 328. Said owner hereby imposes the following covenants and building restrictions on all lots provided in said plat.
- II. **HOMEOWNERS ASSOCIATION:** Every owner of a Residential Lot in **CYPRESS CREEK MANOR PHASE III** will be a member of Cypress Creek Manor Phase III Homeowners Association and obligations, as well as all fees, dues and assessments, to the Association are set herein, as well as in the Articles of incorporation and the By-Laws of said Association. All members are bound by the limits set forth in all legal documents of the Association.
- III. **RESIDENTIAL USE:** No Lot or part thereof shall be occupied, used or maintained except as a single-family residence as defined by the City of Florence R-1 guidelines. No business or business activity shall be carried on in or upon any Lot at any time. Leasing or rental of a residence shall not be considered use as a business or business activity.
- IV. **LOT SIZE AND DIVISION:** No Lot shall be subdivided or its boundary lines altered except with the prior written approval of the development company, **CYPRESS CREEK MANOR, LLC** the Board, and the Architectural Review Committee. Any approved division shall be recorded and made a permanent part of the plat of **CYPRESS CREEK MANOR PHASE III**.
- V. **TERMS OF THESE DECLARATIONS:** The protections provided for in these Covenants, Conditions and Restrictions shall run with and bind the land covered in plat of **CYPRESS CREEK MANOR PHASE III**, and on all persons subject thereof, for a period of twenty (20) years from the date of record of this Declaration, after which time shall automatically be extended for successive periods of ten (10) years. Should, at any future point, the Association cease to exist and be dissolved by act of the membership, thus leaving no Board or Committee to enforce the Covenants, Conditions and Restrictions contained in these Declarations, they shall continue to be in force and effect and shall be individually enforceable by any person, or persons, subject thereof. Should any provisions contained in the Declarations legally be deemed to be unenforceable the remaining Covenants, Conditions and Restrictions shall be in full force and effect.
- VI. **ARCHITECTURAL REVIEW COMMITTEE:** The Association shall have an Architectural Review Committee (hereafter called the "ARC"), which shall be charged with the enforcement of all restrictions and limits set forth in these Declarations and the Association By-Laws. The ARC will be composed of three (3) members. The initial members will be **DeWayne Oakley, Chad Oakley, and Jim Kratsas**. In the event of death or resignation of any member of the committee,

his/her replacement will be decided on in the process outlined in the By-Laws of this Association. No member of the ARC will be entitled to any monetary compensation for services performed pursuant to this Declaration.

VII. POWERS OF THE ARCHITECTURAL REVIEW COMMITTEE:

A. The ARC shall be charged with the responsibility to approve or disapprove construction plans for all Lots in **CYPRESS CREEK MANOR PHASE III**. No residence, outbuilding, fence, wall or structure, or exterior surface or roof of any building or structure, shall be commenced, repaired, replaced, erected or maintained on any Lot, nor shall any exterior addition to, or change or alteration be made until the plans and specifications as required herein showing the nature, kind, shape, height, materials and color of said plans have been submitted to, and approved in writing by, the ARC. The ARC shall review, prior to any work being submitted for new construction, including, but not limited to: homes, outbuildings, home/outbuildings additions, walls, fences, decks, driveways, swimming pools or hot tubs, re-roofing, change in exterior color schemes, landscaping or any other project which materially alters the exterior of a residence or Lot, or requires the issuance of a City of Florence Building Permit. Without limiting the foregoing, such plans and specification must include a detailed statement of the colors of any paints or materials to be used on exterior surfaces and roofs. Only neutral colors will be approved; such colors may include, but will not be limited to tan, brown, gray, charcoal, white, beige or like color. No unusual will be approved. The ARC will provide written acknowledgment of receipt of plans submitted for review and will provide a Notice of Approval within seven (7) days of review of said submission. In the event the ARC fails to approve or disapprove such plans within thirty (30) days of submission, written approval will not be required and this Article will be deemed to have been fully complied with. Disapproval of any submission shall include specific reasons for disapproval provided in written submitter.

B. All construction plans to be reviewed shall include the following:

1. Completed Construction Approval Form
2. Set of proposed plans and specifications; said plans will not be returned and will be retained on file by the ARC
3. Site plan
4. Proof of payment of current Association dues and fees

C. Disapproval of plans submitted to the ARC for review may be based on, but is not limited to, the following:

1. Failure to include information required herein;
2. Failure to include information as requested for clarification to the ARC;
3. Failure of any plans, specifications or materials to comply with any covenant, condition or restrictions listed herein;
4. Objection by the ARC to the exterior design, appearance or materials for any proposed building construction, repair, or replacement;

5. Incompatibility of proposed construction with existing structures on a Lot or surrounding Lots;
  6. Objection to the location of a proposed structure on any Lot or with reference to surrounding Lots;
  7. Objections to the proposed color, finish, proportions, style, architecture, height, bulk or appropriateness of any structure.
- D. Notwithstanding the foregoing, or any other provisions of the Covenants, the Association By-Laws or the recorded plat, the ARC may waive any provisions of these Covenants.
- E. Any decision by the ARC may be appealed by a dissatisfied Owner to the Board of Directors. Notice of such appeal shall be in writing, from the Owner to the Board, with a copy of such notice to be provided to the ARC. The appeal shall be considered at the next regular meeting of the Board, or earlier, at a special meeting, if called by the President. The Owner shall have the burden of proof in demonstrating to the Board that the decision by the ARC was unreasonable or without competent basis in fact. The Board shall have the final word on the appeal and shall render, in writing, ultimate approval or disapproval within three (3) days of hearing the appeal. The ARC may have representation at the consideration of appeal to offer rebuttal or clarification.
- F. In the event that covenants, conditions and restrictions included in this Declaration, and as more clearly defined as necessary by the ARC, are not followed by Lot Owners, it will be the responsibility of the ARC to notify said Owners of such deviations. When work has commenced without prior approval by the ARC, Owner will be notified in writing advising of noncompliance, requesting immediate cessation of work, and requesting submission of any construction or improvement plans be submitted to the ARC within seven (7) days. After seven (7) days, a fine of twenty-five dollars (\$25.00) per day will be levied against the Lot until plans are received and approved in writing by the ARC or until Owner notifies ARC that no construction will be undertaken and an effort to return Lot to the condition existing prior to commencement of unauthorized work is begun. Should unauthorized and non-compliant construction be completed on any Lot without prior ARC approval, Owner will be notified in writing to bring said project into compliance based on conditions and restrictions provided for herein; or Owner will be instructed to begin effort to return Lot to the condition existing prior to commencement of unauthorized construction. Owner will be given seven (7) days to comply or begin compliance; after seven (7) days, a fine of fifty dollars (\$50.00) will be levied against the Lot until compliance is achieved to the satisfaction of the ARC. In the event the aforementioned actions requested by the ARC are not complied with, the matter will be turned over to the Board of Directors by the ARC for appropriate legal action.

## VIII. MAINTENANCE RESPONSIBILITIES OF THE ASSOCIATION:

- A. The Association shall provide maintenance to Common Areas (including retention ponds right-of-way and easements adjacent to any Common Areas), to include, but not limited to, the following
1. All signs, fountains, water features
  2. All fences and/or walls
  3. Irrigation systems
  4. All electrical and lighting systems
  5. All landscaping to include mowing, edging, trimming, and chemical treatment, to include replacement of plants, flowers, trees, and sod, with the exception of trees on the front easement or right-of-way of developed lots, which shall be the responsibility of said Lot Owner.
- B. In the event the need for maintenance, replacement or improvements is caused by out arises out of any willful or negligent act of an Owner, members of his/her family, or his/her guest or invites, the cost for such maintenance, replacement or improvements shall be added to and become a part of the assessment to which such Lot is subject, as provided for in the By-Laws of this Association, Article V, B. Purpose of Annual Assessment, Item 3.
- C. The Association shall not provide maintenance for individual Lots, except in the event a Lot Owner fails to maintain, restore and repair real property or landscaping on his/her Lot in a manner satisfactory to the Association. In such case, the Association may, following written notification of insufficiencies to said Owner as may be required by law and after a majority vote of the Board, have the right, but not the obligation, to enter said parcel to repair, maintain and/or restore such exterior building surfaces, roofing, guttering or landscaping. The Association will not be limited in use of agents, contractors or employees, as deemed necessary. The cost of such maintenance shall be added to and will become a part of the assessment to which the Lot is subject. In the alternative, the Association may file suit for specific performances of these items and may collect all cost associated with such suit, including reasonable attorney's fees. Such cost will be added to and will become a part of the assessment to which said Lot is subject.

## IX. DWELLING AND OUTBUILDING CONSTRUCTION AND OCCUPANCY:

- A. A residence shall be constructed with attention to quality workmanship and materials.

- B. Each residence must have a minimum living area of 2,200 square feet on the main floor. Porches attached to garages, areas over garages, breezeways, basements, semi-attached construction or detached outbuildings shall not be included in computing these minimum living area restrictions.
- C. All dwellings must be fully completed within eighteen (18) months of commencement of construction, which shall be defined as the date on which a building permit is issued for construction on said Lot by the City of Florence.
- D. Outbuildings or detached garages are to be constructed with the same material and attention to quality of workmanship as the main structure. They are permitted only with the written approval of the ARC as outlined herein.
- E. Set back restrictions for any outbuilding will be the same as for a residence, as outlined herein.
- F. The exterior of any structure must be at least EIGHTY percent (80%) brick, stone, fiber-cement siding, or stucco. The visible surface of the foundation of any structure must be covered with the same materials listed.
- G. Only completed dwelling may be occupied. A residence is deemed to be completed when a Certificate of Occupancy has been issued for said construction by the City of Florence.

X. BUILDING LOCATION AND EASEMENTS:

- A. For all structures on any Lot, the setback line from the front lot line is thirty (30) feet; the setback line from the rear lot line is ten (10) feet; the setback line from any side lot line is eight (8) feet; except for Lots deemed corner lots, in which case the setback lines must conform to all requirements set forth for R-1 construction in the Municipal Code of the City of Florence, Alabama. When the phrase "lot line" is used herein, the same shall be construed to mean the property ownership line, whether the Lot is as originally platted, or it is a Lot which has been altered as allowed herein Number IV, Lot Size and Division.
- B. For all Lots, the location of a residence on said Lot shall be as herein provided and in no event shall any dwelling erected on any Lot be used in violation of the R-1 requirements as set forth in the Municipal Code of the City of Florence, Alabama.
- C. Easements to each Lot for installation and maintenance of utilities and drainage facilities are reserved on the Lots as shown on the recorded subdivision plat. The granting of this

easements or right of access shall not prevent the use of the area by the Owner for any permitted purpose, except that no permanent structure may be constructed within that area.

XI. BUILDING CONSTRUCTION AND LOT RESTRICTIONS:

A. Roofs, Awnings, Trim and Air Conditioning Units

1. All roofs of residence and outbuildings on a Lot are to be of architectural asphalt/fiberglass shingles of a neutral color, to include black, charcoal, brown or gray. No unusually colored roof shingles will be approved. No metal roofs are to be used, with the exception of accent areas that are not more than twenty percent (20%) of the total roof surface of any residence or outbuildings. The main body of any residence shall have a roof pitch of 9/12 or greater.

2. Awnings are not approved for the front facade of any residence and may be used only at the rear of the residence.

3. All exterior trim for residence and outbuildings are to be of a complimentary color to the exterior materials, including roofing. Neutral colors may include, but are not limited to tan, charcoal, gray, and brown, white, beige or like color.

4. Except as may be approved by the ARC, no window air conditioning units may be installed; however, at no time are window air conditioning units permitted that are visible from the front or sides of a residence.

B. Fences

Fences for any Lot are to be located at the rear and sides of any residence and at no time will be allowed in the front yard of any dwelling. Fencing allowed is limited to those styles approved by the ARC. As provided for herein, both wooden fencing and metal fencing choices are permitted; however, wooden fencing is permitted to extend to the Lot Lines of a dwelling, while metal fencing shall not be erected closer than five (5) feet of side and rear Lot Lines. All wooden fencing to be erected on any Lot in **CYPRESS CREEK MANOR PHASE III** shall be constructed of cedar or pressure treated pine, in a shadowbox design with arched or straight tops. The height shall not exceed six (6) feet, boards will be minimum of six (6) inches wide, posts will be six inches by six inches (6 X 6) pressure treated wood and sections will be no longer than eight (8) feet (post to post). Fences should follow the contour of the terrain and have single entry or double gates of the same or decorative design. The stain color will be semi-transparent oil cedar toner, or like colors as approved by the ARC. All metal fencing to be erected on any Lot in **CYPRESS CREEK MANOR PHASE III** shall be constructed of aluminum or wrought iron metal. The height shall not exceed six (6) feet. Sections of fencing will not exceed eight

(8) feet (post to post). The color will be black, or a like neutral color, as approved in writing by the ARC. Posts of metal will be in keeping with the fence selection (metal type and style), or may be decorative, using stone or brick, as approved by the ARC. Stone or brick decorative posts will not exceed 18 inches square. In all respects, the construction of fencing will conform to this Article XI., Building Construction and Lot Restrictions, B., Fences, of the Declaration of Covenants, Conditions and Restrictions for **CYPRESS CREEK MANOR PHASE III**, and any other related restrictions as stipulated by the ARC. Prior to construction, all fences (both type and location) shall be approved by the ARC. No chain link or similar fencing, vinyl or fiberglass fencing of any kind, including that for animal kennels, will be allowed on any Lot. No Owner shall be allowed to tie onto any adjoining Owner's fence without permission of said adjoining homeowner so as to use an adjoining homeowner's fence as their own.

C. Mailboxes

The ARC will approve all residential mailboxes which will be of a uniform size and design. No other type or design of mailbox will be approved.

D. Satellite Dishes, Antennae and Utility Lines

1. Any satellite dish must be mounted on a pole and shall not exceed eight (8) feet in height. The dish must be placed at the rear of a residence inside setback line, in an inconspicuous location, and be adequately screened from view. At no time shall a satellite dish be placed in the front or side yards of a residence or mounted on a roof or the side of a residence.

2. No exterior antennae of any kind shall be placed, allowed or maintained on any Lot without the written approval of the ARC. Approved antennae must be placed at the rear of a residence inside setback lines, in an inconspicuous location and be adequately screened from view. At no time shall an approved antenna be placed in the front or side of yards of a residence or mounted on a roof or the side of a residence. Approved antennae shall not exceed eight (8) feet in height.

3. No overhead utility lines, including lines for cable television, shall be permitted on or to a residence on any Lot, except for temporary lines as required during construction.

E. Fountain, Water Features, Bird Baths, Bird Houses and Statuary

1. All fountains and water features are to be approved in writing by the ARC prior to installation following the stipulations outlined in Article VII of this document.

2. Bird Baths, Bird Houses, Statuary or similar "yard art" will not be allowed in the front of a residence, whether in the lawn or the foundation landscaping, and shall only be

placed inside rear and side setback line, in an inconspicuous location and adequately screened from view. No bird house shall exceed eight (8) feet in height.

3. No other statuary or "art" will be allowed to be mounted to the front façade or sides of any residence without explicit approval of the ARC.

F. Artificial Vegetation

No artificial vegetation is to be used in the landscaping of any residence or outbuilding, including artificial grass or landscape ground cover.

G. Flags

No permanent, "in ground" flagpoles shall be approved on any Lot. Only free standing flag poles not to exceed eight feet (8') in height and flag poles which are designed to be attached to the façade of a residence will be allowed. No flag over three feet (3') by five feet (5') in area, or a total of fifteen (15) square feet, will be allowed. The American flag may be flown at all times, on an approved pole, limited only by the size specifications listed herein. Decorative, seasonal and team flags are allowed, but should be displayed in a timely manner. No more than two (2) flags will be permitted to be flown at any residence at any time. Only flags in a good condition are to be flown; damaged or frayed flags must be removed.

H. Residential Signage

No permanent sign is permitted on any Lot at any time. Prior to completion of a residence, temporary signs advertising contractors and subcontractors are permitted but shall be removed upon completion of said residence. After completion of a residence on a Lot, only temporary yard signs will be permitted for public view. These will be of uniform and standard size not to exceed two feet (2') by four feet (4') and only for the purpose of advertising the property for sale, lease or rent.

I. Exterior Lighting and Light Fixtures

Outdoor lighting and light fixtures must be compatible with the design and style of the residence as approved by the ARC. They may include, but is not limited to, a decorative post light at sidewalk and/or driveway; front house illumination (whether lighting in the eave of a residence or spotlights in landscaping); any carriage lights or front entry lighting. Seasonal decorative lights are approved for the front façade of a residence, but in no event shall those lights be permitted to remain on the front facade of the residence year round. Such seasonal lights can be used on month prior to a holiday and must be taken down no later than one month following a holiday. In no instance will colored exterior lighting be permitted, except for seasonal decorative lighting.

J. Children's Toys and Tree Houses



It is recommended that play equipment be made of wood, constructed of good quality workmanship and professionally built. Play equipment must be kept in the rear of residence. Basketball goals are to be located at the rear of any residence and shall not be visible from the street. No basketball goals may be attached to the roof or side of any residence. Tree houses are not permitted. Playhouses are considered outbuildings and must be approved as to type and location by the ARC prior to construction or delivery and set up.

K. Firewood, Garbage Receptacles and Stored Items

Firewood, garbage receptacles and stored items on the exterior of any residence shall be located on the side or rear of the residence, and preferably screened so as to be concealed from view of neighboring property and streets. All aforementioned items are to be kept in a neat condition so as not to present a noxious or offensive condition to the Community.

L. Driveway and Sidewalks

1. The location of all driveways shall be compatible with the design of the residence and complement the configuration of the Lot, and shall provide clear access to the street from the Lot without creating undue traffic hazards. Extensions of driveways between the front property line and the edge of the road pavement shall be contained within the area bounded by the extensions on the side lot lines to the pavement edges. Approved driveway materials include plain or exposed aggregate concrete, stamped or stained concrete or brick. Concrete stain colors will be approved in writing by the ARC and no unusual or obnoxious colors will be allowed. Tile, painted concrete, loose gravel or asphalt driveways will not be approved. Construction of driveways shall be done in conjunction with residence construction and must be shown on the site plan submitted with plans for approval. Driveways added later shall match existing driveways in materials, color and texture and shall be approved by the ARC as proscribed herein.

2. a. Residential sidewalks shall match driveways in material, color and texture.

b. Community sidewalks traversing a Lot shall be a continuation of the sidewalks approved for Community use by the ARC and shall all be of the same material, color and texture for any Lot. It is the Owner's responsibility to install a Community sidewalk on the Lot at the time of completion of a dwelling on said Lot. At such time the Developer or the City of Florence determines, the Owner may be required to complete a community sidewalk on said Lot, whether or not a dwelling has been completed thereon. All community sidewalks must be five (5) feet wide and traverse said Lot from side property line to side property line. Such sidewalks must also be built in accordance with restrictions and conditions set forth in the Municipal Building Codes of the City of Florence, Alabama.

M. Swimming Pools and Hot Tubs

Outdoor swimming pools and hot tubs are permitted, but the design and location on any Lot must be approved by the ARC prior to construction. All swimming pools hot tubs will comply with any regulations of the City of Florence, Alabama, and are subject to all building set back lines. No above ground swimming pools will be permitted on any Lot. Hot tubs, if installed above grade, are to be screened and landscaped to be shielded from view of the street. Pumps, filters, and heating equipment shall be screened from view from adjoining lots and neighborhood streets. Screening shall be in the form of fencing, walls, or landscaping sufficient to provide visual shielding. All fences and walls must abide by any restrictions contained herein.

N. Energy Conservation Equipment

No solar energy collector panels or attendant hardware or any other energy conservation equipment shall be constructed or installed on a residence or Lot unless they are an integral and harmonious art of the architectural design and approved in writing by the ARC prior to construction. At no time will energy conservation equipment be approved to be constructed or installed that will be visible from the front façade of any residence or that would be visibly noxious or offensive to surrounding or adjoining Lots.

XII. UNIVERSAL SUBDIVISION RESTRICTIONS

A. Signs

No person, including Lot Owners, may put up any signs in the Common Area, including rights-of-way and easements, in the Community without the written approval of the ARC. However the Developer may erect signage within the Community showing plats and sale of Lots within the subdivision.

B. Roads

All roads shown on the Plat of Cypress Creek Manor III, are dedicated to the City of Florence, Alabama, and shall be for public use.

XIII. MAINTENANCE OF LOTS, LANDSCAPING AND STRUCTURES

- A. All Lots shall be maintained and shall be clean, neat and free of undergrowth at all time and no noxious or offensive condition shall be allowed thereon, whether or not residential construction has commenced on said Lot. No Lot shall be used or maintained as a dumping ground for rubbish, debris, or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers and equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Burning of garbage or refuse is

prohibited except during construction of a dwelling or outbuilding and at all times will conform to all restrictions or conditions provided for such burning in the Municipal Codes of the City of Florence, Alabama. Should an Owner be found to have any debris, including lawn clipping and maintenance, dumped on any adjoining lot, Owner will be given seven (7) days to comply or to begin compliance; after seven (7) days, a fine of twenty-five dollars (\$25.00) per day will be levied against the Owner's lot until compliance is achieved to the satisfaction of the Association.

- B. Dwellings shall be landscaped within one (1) month of receiving a Certificate of Occupancy from the City of Florence, Alabama. Landscaping plans shall include the addition of two (2) trees on the Lot between the community sidewalk and street, in compliance with Municipal Building Codes for the City of Florence, Alabama. Said trees shall have a two (2) inch caliper at the base and shall be at least eight (8) feet tall when planted. Only oak trees will be approved.
- C. Owners shall maintain all landscaping in good order and repair, including, but not limited to, sowing or sodding of lawns, pruning or trimming of trees, limbs and shrubbery, and replacing diseased or dead trees, plants or shrubs. Owner shall maintain in a clean and neat condition all area encompassed within the Lot line of said Lot and any easement or right of way adjacent to said Lot, including any area that is sodded or landscaped that falls outside any fencing erected on said Lot.
- D. Landscaping restrictions and conditions for all Lots include, but are not limited to, the following:
1. Mulch used in all landscaping beds for any residence will be of a uniform and neutral color and may include, but is not limited to, pine, straw, neutral brown tones of pine mulch or pine landscaping chips, or neutral brown-tones gravel/rock. No red or black landscaping mulch or chips or light-colored/white stones of any kind will be approved for use in landscaping.
  2. All developed Lots will be sodded with Bermuda or Zoysia grass. Fescue or other grass types will only be approved in special circumstances by the ARC and Lot Owner must provide reasonable reason for exemption to the use of the aforementioned types of grass.
  3. All Lots shall be limited to two (2) landscaped beds, excluding those beds which are considered "foundation" beds adjacent to residential exterior walls, at the front or street sides of the residence. At no time will the use of flowering shrubs or bedding plants be used in excess to the point that adjoining property owners or other Community residents find those plantings to be a noxious, offensive or visually unsightly condition.

4. Owners of any Lot may replace or add trees to provide shade or make improvements to said Lot. However, at no time shall the number of added trees be such that adjoining property owners or other Community residents find them to be visually unsightly or such that rodents or other noxious animals be harbored therein. Fruit trees will not be permitted in the front of a residence.

5. Private herb/vegetable gardens may be maintained at the rear of a residence but shall not exceed forty-eight (48) square feet in size and must be placed in an inconspicuous location and adequately screened so as not to be offensive to adjoining property owners or other Community residents. All such gardens must be contained inside the setback lines of all Lots as specified herein.

#### XIV. NUISANCE

No noxious or offensive condition shall be allowed in or upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance. It is the responsibility of each Owner to prevent any unclean, unhealthy, unsightly or unkempt condition on his/her property. There shall not be maintained any plant or animals or device or thing of any sorts whose activities or existence is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of property in the subdivision. Such noxious or offensive condition may include, but is not limited to, unpleasant visual, odorous or auditory conditions, and may include, but shall not be limited to, the following:

A. Vehicles: The term "vehicles" may include, but will not be limited to, automobiles, motor homes, boats, trailers, motorcycles, mini-bikes, trucks, campers, buses and vans. Any motorized vehicle in a non-operating condition, including non-functional tires, which is not currently licensed will be considered a non-operating vehicle. Parking and storage of non-operating vehicles is prohibited except within a garage or outbuilding located upon said property. Travel trailers and other recreational vehicles may not be parked on any Lot except in enclosed garages. Commercial trucks over one (1) ton in size, motor homes, campers, boat trailers, recreational vehicle trailers, commercial trailers, or livestock hauling trailers are not to be parked on streets or driveways overnight except where construction of residences or outbuildings is in process and said construction vehicles are parked on streets or Lots out of necessity. There shall be no construction or repair of any motor vehicles, water craft, tractors or other mechanical devise on any Lot, except that which can be done in an inconspicuous location or enclosed garage and is of a non-commercial nature.

B. Animal Control: dogs, cats, and other household pets may be kept on any Lot or inside any dwelling, provided they are not kept, bred or maintained for any commercial purposes. Any household pet must have current vaccinations as required by law, and, if sheltered outdoors, shall be contained in the rear of the dwelling in a fenced area as required by law. Any outside animal not contained by fencing is to be kept on a leash and not allowed to roam freely. Any animal that is considered dangerous, or exotic animals or

livestock, are not allowed to be kept on any premise. Chronic barking dogs will not be allowed in the subdivision. The purpose and intention of this restriction is to maintain the quiet and peace of the subdivision and for safety considerations.

**XV. OPTION OF ASSOCIATION TO PURCHASE:**

In the event a residence on any Lot is wholly or partially destroyed by fire, flood or any other cause or casualty and the Owner thereof has not been given approval to begin work to 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 damage or destruction, the Association will have the right and option to purchase such Lot and residence at eighty percent (80%) of fair market value as fixed and determined by the average of three (3) appraisals in writing provided by licensed real estate brokers or appraisers licensed to do business in Lauderdale County, Alabama. If the Association does not exercise the option to purchase, then other Lot Owners may do so on a "first-come" basis, as determined by the Association Board.

**XVI. BOOKS AND RECORDS:**

All legal documents of this Association, including, but not limited to, the Articles of Incorporation, By-Laws, this Declaration, copies of rules and regulations, design guidelines, membership roster, financial accounts and minutes of meetings, shall be made available for inspection by members of the Association at such reasonable place and time prescribed by the Board. The Board shall establish such reasonable guidelines with respect to notice, hours and days of week that such inspection be made and payment of any costs associated with viewing or copying such records.

**XVII. AMENDMENTS:**

This Declaration may be amended by a vote of approval of sixty-five percent (65%) of the votes of the entire membership of the Association. The vote shall be written ballots, as authorized by the Board of Directors and in accordance with Article III and XV of the By-Laws of this Association. Any amendment must be recorded in the Office of the Judge of Probate of Lauderdale County, Alabama to be in full force and effect.

**XVIII. INDIVIDUAL RIGHTS TO ENFORCE:**

If a person or entity shall violate any of the protective covenants or restrictions contained herein, irrespective of action taken by the Association's Board of Directors, it shall be lawful for any person or persons owning property in the subdivision to prosecute any proceedings at law or equity against the persons or person violating any such protective covenants or restrictions to prevent any such violation or attempted violation or to recover damages for the same. The Owner found by the Court to violate these protective covenants or restrictions will be obligated to pay the attorney fees of the parties filing the legal action.

XIX. SEVERABILITY:

Invalidation of any one of the stipulations provided for in these Protective Covenants, Conditions and Restrictions by judgement or Court shall in no way affect any of the other provisions which shall remain in full force and effect.

XX. MISCELLANEOUS:

This document is created to try to cover any circumstances that might arise affecting the aesthetics and maintain the integrity and value of properties in Cypress Creek Manor Phase III. No single document, or set of documents, can be written to cover any unforeseen conflict. In all cases, fairness and neighborliness should prevail. Further, should questions arise, the final arbiter of the meeting and intent of these covenants shall be the Architectural Review Committee.

Executed this 24<sup>th</sup> day of FEBRUARY, 2017

CYPRESS CREEK MANOR, LLC

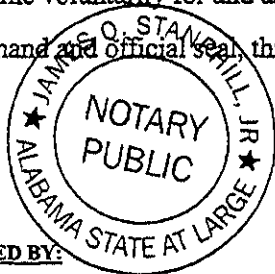
DeWayne Oakley  
By: DeWayne Oakley  
Its President

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that **DeWayne Oakley, whose name as President of Cypress Creek Manor, L.L.C.,** is signed to the foregoing Articles of Incorporation 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 President, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 24<sup>th</sup> day of February, 2017.



James Q. Stanphill, Jr.  
Notary Public  
My commission expires: 8-4-19

**THIS INSTRUMENT PREPARED BY:**

James Q. Stanphill, Jr.  
Attorney at Law  
102 South Court Street, Suite 532  
Florence, AL 35630  
(256) 764-1830  
(256) 764-9840 facsimile

16-1634  
LLC/Cypress Creek Manor/Cov. & Rest.