

ARTICLE I
DEFINITIONS

- 1.1. Declaration: This Declaration of Protective Covenants applicable to Owner's Property which shall be recorded in the Probate records of Lauderdale County, Alabama as the same may from time to time be supplemented or amended in the manner described therein.
- 1.2. Deed: Any deed, assignment, lease, or other instrument conveying fee title or a leasehold interest in any part of the Development subjected to these Restrictions.
- 1.3. Developer: SKYPARK PROPERTIES, L.L.C., an Alabama limited liability company, and any successor therefrom.
- 1.4. Development: The Property described in this Declaration and other property which may be acquired by Developer and developed as a part of the Property. That part of the development subjected to the Declaration is referred to as "Property".
- 1.5. Owner: The owner of a Parcel.
- 1.6. Parcel: Any unit, lot, part or parcel of Property designed, designated or used for residential purposes.
- 1.7. Restrictions: The covenants imposed by this Declaration.
- 1.8. Structure: Any thing or device (other than trees, shrubbery (less than three (3) feet high if in the form of a hedge), and landscaping) the placement of which upon any Parcel may affect the appearance of such Parcel, including by way of illustration and not limitation, any building, outbuilding, dwelling, garage, porch, shed, covered or uncovered patio, mailbox, radio or television antenna, fence, curbing, paving, wall, hedge more than three (3) feet in height, gardens or signboard. Structure shall also mean (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Parcel, or which affects or

alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Parcel and (ii) any change in the grade of any Parcel of more than six inches from that existing at the time of purchase by each Owner.

ARTICLE II

MUTUALITY OF BENEFIT AND OBLIGATION

2.1. Restrictions. The Restrictions set forth herein are made for the mutual and reciprocal benefit of each and every part of the Property subjected to the Restrictions and are intended to create mutual, equitable servitude upon each such part of the Property and in favor of each and all such parts of the Property therein, to create reciprocal rights between the grantees of said Property, their heirs, successor, and assigns. The Restrictions do not apply to or affect any part of the Property which is not subjected specifically by written instrument to this Declaration. All Property shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all the terms and provisions of this Declaration applicable to the Property.

ARTICLE III

COVENANTS FOR MAINTENANCE

3.1. Maintenance. Each Owner shall keep all Parcels owned by him or her, and all Structures and improvements therein or thereon, in good order and repair, including the seeding, watering and mowing of all lawns, the pruning and cutting of all tress and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If, in the opinion of the Architectural Control Committee, as hereafter defined, any Owner fails to perform the duties imposed by the preceding sentence after fifteen (15) days written notice from Developer or the Architectural Control Committee to Owner to remedy the condition in question and to repair, maintain, repaint, and restore

the Parcel or such Structures or improvements, the Developer or Architectural Control Committee shall have the right, through its agents and employees, to enter upon such Parcel and to take such steps as may be necessary to remedy the condition in question and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Parcel in question. The lien provided in this Section 3.1 shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Parcel in question unless a suit to enforce said lien shall have been filed in a court of record in Lauderdale County prior to the recordation in the office of the Judge of Probate of Lauderdale of the deed (or mortgage) conveying the Parcel in question to such purchaser (or subjecting the same to such mortgage).

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE; ARCHITECTURAL CONTROL

4.1. Architectural Control Committee. The Architectural Control Committee shall be composed of two or more individuals so designated from time to time by Developer. Except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permit or authorization contained herein. With regard to review of plans and specifications as set forth in this Section IV, however, and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the entire Architectural Control Committee, each individual member of the Architectural Control Committee shall be authorized to exercise the full authority granted herein to the Architectural Control Committee. Any approval by one such member of any plans and specifications submitted under this Article IV, or the granting of any approval, permit, or authorization by one such member in accordance with the terms hereof, shall be final and binding. Any disapproval, or approval based upon

modification or specified conditions by one such member shall also be final and binding, provided, however, that in any case, any applicant for such approval, permit or authorizations may, within ten (10) days after receipt of notice of any such adverse decision, file a written request to have the matter in question reviewed by the entire Architectural Control Committee. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to and reviewed as soon as possible by the entire Architectural Control Committee. Thereafter, the decision of a majority of the members of the Architectural Control Committee with respect to such matter shall be final and binding.

4.2. Approval Required. No Structure as defined in Section 1.8, shall be commenced, erected, placed, moved onto or permitted to remain on any Parcel, nor shall any existing Structure upon any Parcel be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Parcel, unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the Architectural Control Committee. Such plans and specifications shall be in such form and shall contain such information, as may be required by the Architectural Control Committee, but in any event shall include (i) a site plan of the Parcel showing the nature, exterior color scheme, kind, shape, height, materials, and location with respect to the particular Parcel (including proposed front, rear and side setbacks and free spaces, if any are proposed) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all driveways on the Parcel; (ii) a grading plan for the particular Parcel; (iii) a drainage plan and (iv) plan for landscaping.

4.3. Basis For Disapproval of Plans. The Architectural Control Committee shall have the right to disapprove any plans and specifications submitted hereunder 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 Structure;

(d) incompatibility of any proposed Structure or use with existing Structures or uses upon other Parcels in the vicinity;

(e) objections to the location of any proposed Structure upon any Parcel or with reference to other Parcels in the vicinity;

(f) objection to the site plans, grading plans, landscaping plans or drainage plans for any Parcel;

(g) objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any proposed Structure;

(h) failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environment of the Parcel; or,

(i) any other matter which, in the judgement of the Architectural Control Committee, would render the proposed Structure, Structures or uses inharmonious with the general plan of improvement of the Property or with Structures or uses located upon other Parcels in the vicinity.

Approval of any such plans shall terminate and be rendered void if construction is not begun within six (6) months after such approval unless such six (6) month period is extended by

agreement with the Architectural Control Committee in which event the extended time period shall be applicable.

In any case where the Architectural Control Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Control Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

4.4. Retention of Copy of Plans. Upon approval by the Architectural Control Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

4.5. Site to be Staked Prior to Tree Cutting. After the plan for the Structure is approved, the site of the Structure must be staked out and such site approved by the Architectural Control Committee before tree cutting is done. No tree may be cut or removed without consent of the Architectural Control Committee until the building plans, site plans, and site staking are approved by the Architectural Control Committee.

4.6. Rules of Architectural Control Committee; Effect of Approval and Disapproval; Time for Approval. The Architectural Control Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements of Parcels, including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other such matters, which may

be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Control Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Control Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Control Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Parcel of any plans or specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features, or elements are subsequently submitted for use on any other Parcel or Parcels. Approval of any such plans and specifications relating to any Parcel, however, shall be final as to that Parcel and such approval may not be revoked or rescinded thereafter, provided (i) that the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in the Restrictions or Declaration, and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Parcel in question.

In the event that the Architectural Control Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved, as submitted, and no further action shall be required.

4.7. Failure to Obtain Approval. If any Structure shall be altered, erected, placed, or maintained upon any Parcel, or any new use commenced on any Parcel, otherwise than in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Section IV, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of this Section IV, and without the approval required herein, and, upon

written notice from the Architectural Control Committee, any such Structure so altered, erected, placed, or maintained upon any such Parcel in violation hereof shall be removed or altered, and any such use shall be terminated, so as to extinguish such violation, all at the Owner's expense.

If fifteen (15) days after the notice of such a violation the Owner of the Parcel upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, Developer or the Architectural Control Committee shall have the right, through its agents and employees, to enter upon such Parcel and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Parcel in question. The lien provided in this Section 4.7 shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Parcel in question unless a suit to enforce said lien shall have been filed in a court of record in Lauderdale County prior to the recordation among the Land Records of Lauderdale County of the deed (or mortgage) conveying the Parcel in question to such purchaser (or subjecting the same to such mortgage).

4.8. Certificate of Compliance. Upon completion of the construction or alteration of any Structure in accordance with plans and specifications approved by the Architectural Control Committee, the Architectural Control Committee shall, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such Structure and the Parcel on which Structure is placed, and stating that the plans and specifications, the location of such Structure and the use or uses to be conducted thereon have been approved and that such Structure complies with the requirements of the Architectural Control Committee. Preparation and recording of such certificate shall be at the expense of such Owner. Any certificate of compliance issued in accordance with the provisions of this Section 4.8 shall be prima facie evidence of the facts therein stated, and as to any title insurer, such certificate shall be conclusive evidence that all Structures on the

Parcel, and the use or uses described therein comply with all the requirements of this Article IV, and with all other requirements of this Declaration as to which the Architectural Control Committee exercises any discretionary or interpretive powers.

4.9. Inspection Rights. Any agent of Developer or the Architectural Control Committee may at any reasonable time or times enter upon and inspect any Parcel or any improvements thereon for the purpose of ascertaining whether the maintenance of such Parcel and the maintenance, construction, or alteration of Structures thereon are in compliance with the provisions hereof, and neither Developer nor the Architectural Control Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

4.10. Waiver of Liability. Neither the Architectural Control Committee nor any architect nor agent thereof, nor Developer, nor any agent or employee of any of the foregoing, shall be responsible in any way for any failure of Structures to comply with the requirements of this Declaration, although a certificate of compliance has been issued, any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to in this Section IV and further agree to and do hereby release said entities and persons for any and every such cause.

ARTICLE V

GENERAL COVENANTS AND RESTRICTIONS

5.1. Written Approval. Without the prior written approval of the Architectural Control Committee:

- (a) No previously approved Structure shall be used for any purpose other than that for which it was originally designed;

(b) No Parcel shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise;

(c) To the extent of the interest of the Owner of a Parcel, no facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Parcel, no external or outside antennas of any kind shall be installed or maintained on the Parcel and no satellite receiver in excess of 36 inches in diameter may be installed or maintained on the Parcel;

(d) No boat, boat trailer, house trailer, trailer, motor home, motor vehicles of any type, golf carts, mobile homes or campers or any similar items shall be stored in the open on any Parcel or parked in the street for a period of time in excess of forty-eight (48) hours; and

(e) The common areas, parking lots or vacant Parcels in the neighborhood, the golf course or other open spaces in the neighborhood shall not be used for biking, walking, skating, running or for any activity other than the activity for which such open space was designed and intended to be used.

5.2. Preservation of Trees. No tree having a diameter of six (6) inches or more (measured from a point two feet above ground level) shall be removed from any Parcel without the express written authorization of the Architectural Control Committee. The Architectural Control Committee, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. If it shall deem it appropriate, the Architectural Control Committee may mark certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section 5.2, Developer and the Architectural

Control Committee and the respective agents of each may come upon any Parcel during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions thereof. Neither Developer nor the Architectural Control Committee, nor their respective agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

5.3. Tennis Courts and Swimming Pools. No swimming pool or tennis court will be allowed without approval of the Architectural Control Committee, and no tennis court lighting shall be allowed without such written approval.

5.4. Mailboxes; Clothes Lines. All mail boxes shall be built and erected in accordance with the design provided by Developer or the Architectural Control Committee to Owner and approved by the Architectural Control Committee. Clothes lines and drying yards shall not be allowed on a Parcel.

5.5. Garages. No carports shall be permitted. All garages shall be enclosed and no garages facing the street shall be permitted unless they have at least a 20-foot floor surface width. All driveways in said subdivision shall be of hard surface material, such as concrete, stone, brick, etc., but in no event shall asphalt driveways be permitted. All garage doors shall be operable and kept closed except upon entry, exit or other use. No work may be conducted on any motor vehicle on the street or on any Parcel unless in a completely enclosed garage.

5.6. Easements. Perpetual easements are reserved for utility installation and maintenance, as shown on said plat to be recorded.

5.7. Animals. Only caged birds, domestic dogs and cats may be kept on any Parcel. No birds, livestock, insects or other animals shall be kept or maintained on any Parcel without the

express written consent of the Architectural Control Committee. No animals allowed to be kept on any Parcel shall be allowed off Owner's Parcel except on a leash.

5.8. Signs. No sign or other advertising device of any nature shall be placed upon any Parcel so that it is displayed to public view except as provided herein. The Architectural Control Committee may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed. Signs and other advertising devices may be erected and maintained upon any portion of the Property only if approved by the Architectural Control Committee, as to color, location, nature, size and other characteristics of such signs or devices. This Restriction shall not apply to Developer.

5.9. Outbuildings. No trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected on a Parcel without the approval of the Architectural Control Committee nor shall any such outbuilding at any time be used as a residence temporarily or permanently. No outbuilding of a temporary character shall be erected on a Parcel except a temporary building is permitted during the construction of a residence but must be immediately removed upon completion of construction. Any approved outbuilding shall match the decor of the house located on the Parcel unless otherwise agreed to by the Architectural Control Committee.

5.10. Accumulation of Refuse. No lumber, metals, or bulk materials shall be kept, stored, or allowed to accumulate on any Parcel, except building materials during the course of construction of any approved Structure. No refuse or trash shall be kept, stored, or allowed to accumulate, except between scheduled pick-ups and in accordance with the following: If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Parcel so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The

Architectural Control Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Property.

5.11. Pipes and Tanks. To the extent of the interest of the Owners of a Parcel, no water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Parcel above the surface of the ground, except hoses and movable pipes used for irrigation purposes. No storage tanks of any kind shall be permitted above ground.

5.12. Mining. To the extent of the interest of the Owner of a Parcel, and except for construction approved under Article IV, no Parcel shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth and oil wells, tunnels, mineral excavations or shafts shall not be permitted upon or in any Parcel.

5.13. Maintenance of Hedges and Plants. Developer or the Architectural Control Committee shall have the right to enter upon any Parcel and trim or prune, at the expense of the Owner (subject to any applicable limitations set forth in Section 3.1), any hedge or other planting which in the opinion of Developer or the Architectural Control Committee, by reason of its location upon the Parcel or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days' prior written notice of such action.

5.14. Underground Utilities. To the extent of the interest of the Owner of a Parcel, the Owner of a Parcel will not erect or grant to any person, firm or corporation the right, license or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical or telephone service on said Parcel without the prior written consent of the Architectural

Control Committee. Nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting, where serviced by underground wires or cables.

5.15. Connection Points for Utility Service Lines. To the extent of the interest of the Owner of a Parcel, such Owner agrees to connect utility service lines (including, but not limited to, gas, water, sewer and electricity) at such point as is designated by Developer.

5.16. Fences. No fence, wall or other enclosure, including hedges, shall be permitted at the front of any Parcel nearer to the street than the back side of the house, and any such fence, wall or other enclosure on any Parcel shall be erected only after obtaining the approval in writing of the Architectural Control Committee. No chain link, wire or cyclone fences shall be allowed. Any swimming pool or gardens approved by the Architectural Control Committee must be enclosed by a privacy fence.

5.17. Nuisance; Off-Road Vehicles. No business or noxious or offensive trade or activity shall be carried on upon any Parcel or in the neighborhood, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to the Owners of other Parcels, including but not limited to loud music and loud motor powered vehicles of any type. No off-road vehicles of any type, including but not limited to, all terrain vehicles, two-wheelers, three wheelers or other similar type off-road vehicles, shall be allowed in the neighborhood or on a Parcel unless stored in an enclosed garage or unless being trailered to and from a dwelling.

5.18. Use and Occupancy Restrictions. Each Parcel shall be subject to the following use and occupancy restrictions, each of which shall bind and run with the Parcels forever:

- (a) No Parcel shall be used or occupied except for residential use. All Parcels in the subdivision are for residential use only, and not more than one residence shall be erected on any Parcel except that one residence may be built on one Parcel and

a part of another Parcel or parts of several Parcels as hereinafter provided. No Structures shall be erected, altered, placed or permitted to remain on any residential building Parcel other than one detached single-family dwelling not to exceed two stories in height excluding the basement, and a private garage and other outbuildings incidental to residential use of the Parcel, which outbuildings shall be approved by the Architectural Control Committee. The residence shall not be occupied until construction has been completed.

(b) Within eighteen (18) months after the conveyance of any Parcel by Developer, the Owner or Owners thereof (i) must secure the written approval of plans and specifications for all improvements to be made to the Parcel including, but not limited to, all buildings and landscaping, as more specifically described in Article IV; (ii) must secure the approval by the Architectural Control Committee of the specific use and occupancy proposed to be made of said Parcel; and (iii) must have completed the construction of all such improvements upon the Parcel. If all of the foregoing have not been accomplished before the expiration of said period of eighteen (18) months, then Developer shall have the exclusive right and option to repurchase the Parcel for the same purchase price as was paid to Developer upon its sale of the Parcel. Developer may exercise its right and option to so repurchase any such Parcel at any time within one hundred twenty (120) days after the expiration of the aforesaid eighteen (18) month period by giving written notice to the Owner of the Parcel. The closing shall occur within forty-five (45) days after the giving of such written notice by Developer and shall be on the same terms and conditions as governed the sale of the Parcel by Developer and as are applicable to such repurchase. If Developer does not give written notice of

its intention to repurchase the Parcel within said one hundred twenty (120) day period of time, then the right of Developer to repurchase any such Parcel shall expire. Any subsequent sale of any such Parcel, however, shall be subject to the obligation of the purchaser thereof to secure the approval of the plans and specifications for improvements and the approval of the use and occupancy, as aforesaid, and to complete the construction of such improvements within eighteen (18) months after the closing of the purchase and sale, and shall be further subject to the right of Developer to repurchase the Parcel, in the event of the failure of such subsequent purchaser to comply with said obligation, all in accordance with the provisions of this subparagraph.

(c) No building shall be located on any Parcel nearer to the front Parcel line or nearer to the side street line than the minimum building setback lines shown on the said plat to be recorded. In any event, no building shall be located on any Parcel nearer than 30 feet to the front Parcel line, or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior Parcel line. No dwelling shall be located on any interior Parcel nearer than 35 feet from the rear Parcel line. Garages may not be located at the rear of a Parcel nearer than 10 feet (35 feet in the case of Parcels adjoining the golf course) from the rear Parcel line. For the purposes of this covenant, eaves and steps shall not be considered as a part of a building.

(d) No dwelling shall be permitted having a ground floor area, exclusive of porches, terraces, basement, and garages, of less than two thousand four hundred (2,400) square feet. All two-story residences in the subdivision must have a ground floor area, exclusive of open porches, terraces, basement and garages of one thousand two hundred (1,200) square feet.

5.19. Golf Course. The ownership of a Parcel or dwelling on a Parcel shall not entitle such Owner or resident to golf privileges at SKYPARK Golf Course or any successor thereto, to the use of said golf course or to any other right as regards the golf course, including the view thereof. The purchase and ownership of any Parcel adjoining the golf course does not entitle the Owner to the permanent or absolute right to adjoin the golf course. The golf course is separate and distinct from the Property and is not owned by Developer. No Structure on any Parcel adjoining the golf course shall be located nearer than 35 feet from the rear Parcel line.

5.20. Exterior Surfaces. The exterior surface of all buildings shall be approved by the Architectural Control Committee. No exposed concrete block shall be permitted.

5.21 Summit Trail Drive. The sole manner in which to gain access to each Parcel shall be through the entrance of the security gate on Summit Trail Drive. Any other manner used to access any Parcel shall be prohibited. Access, whether by way of driveways, paths, roads, stepping stones, walkways, sidewalks, trails, or otherwise, shall not be permitted from Skypark Road to any Parcel. No car, truck, tractor, boat, boat trailer, house trailer, trailer, motor home, motorcycle, motor vehicle of any type, golf cart, mobile home or camper or any similar items shall be parked or stored on Skypark Road by any Owner of any Parcel or such Owner's guests or invitees. Notwithstanding the foregoing, in the event that an Owner of the Parcel is unable to gain access to such Owner's Parcel through the security gate on Summit Trail Drive as a direct result of inclement weather, the Owner of the Parcel may park the Owner's vehicle temporarily on Skypark Road but only as long as the inclement weather is the sole reason for preventing access to the Parcel through the security gate on Summit Trail Drive.

ARTICLE VI
MISCELLANEOUS

6.1 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, this Agreement has been executed this 1st day of

December, 2006.

SKYPARK PROPERTIES, L.L.C.

BY:

Kelly W. Allen
Kelly W. Allen, Manager

STATE OF ALABAMA)
)
COUNTY OF LAUDERDALE)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gregory P. Allen and Kelly W. Allen whose names as managers of SKYPARK PROPERTIES, L.L.C., are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they, as managers and with full authority, executed the same voluntarily on the day the same bears date, for and as the act of said Limited Liability Company.

Given under my hand and seal of office this 1st day of December,

2006.

Kinda D. Hudson
Notary Public
My Commission Expires: 10/12/2010

[NOTARY SEAL]

STATE OF ALABAMA)

LAUDERDALE COUNTY)

RLPY 2006 68780
Recorded In Above Book and Page
12/21/2006 11:58:40 AM
Dewey D. Mitchell
Probate Judge
Lauderdale County, AL

Recording Fee 17.00
TOTAL 17.00

AFFIDAVIT

COMES NOW the undersigned affiant, **KELLY W. ALLEN**, and, having been duly sworn, says on oath as follows:

My name is Kelly W. Allen and I am over the age of twenty-one (21) years and a resident of Lauderdale County, Alabama. I am a member/manager of Skypark Properties, L.L.C., a limited liability company organized and doing business in the State of Alabama. Skypark Properties, L.L.C. is the owner of the real property hereinafter described. I have personal knowledge of the real property as hereinafter described, and which appears and is shown on that certain subdivision plat of **SKYPARK SUMMIT, A SUBDIVISION**, the plat whereof appearing of record in Plat Book 7 at Page 64 in the Office of the Probate Judge of Lauderdale County, Alabama.

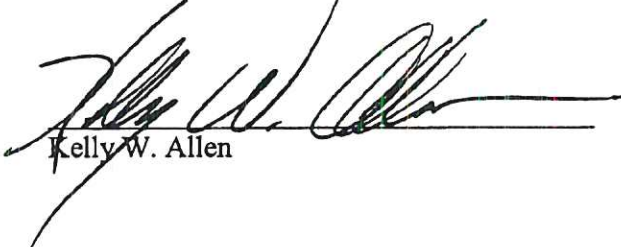
I further have personal knowledge that the portion of the said plat of Skypark Summit Subdivision which depicts and designates a twenty-five (25) foot right-of-way shown as *Summit Trail* is intended to be a permanent easement, right-of-way, and private drive over and across the said property as shown on said plat. The designation of *Summit Trail* as shown on said plat of Skypark Summit, a subdivision, is not, nor was it ever intended to be, a public street or public road, nor was it the dedication of a public street or a public road.

This affidavit is made and given to clear any question as to title to the following described property situated in Lauderdale County, Alabama, and more particularly described as follows, to-wit:

Lots 1, 2, and 3, inclusive, SKYPARK SUMMIT, a subdivision, according to the plat thereof as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 7, Page 64; and the non-exclusive easement for ingress/egress over, along and across that certain 25 foot right of way shown as Summit Trail on the aforesaid plat of SKYPARK SUMMIT, and as shown on Exhibit "A" attached hereto.

This affidavit is given on the information, knowledge, and belief of the undersigned affiant.

Witness my hand and seal this 21st day of DECEMBER, 2006.


Kelly W. Allen

STATE OF ALABAMA)
COUNTY OF LAUDERDALE)

Before me, the undersigned authority, personally appeared Kelly W. Allen who, being known to me, and who being by me duly sworn, deposes and says on oath that, having read the same, the facts contained and the matters alleged in the foregoing instrument are true and correct, and that he executed the same voluntarily on the day the same bears date.

Sworn to and subscribed before me on this 21st day of December, 2006.

Linda D. Hudson
Notary Public
My commission expires: 10/12/2016



STATE OF ALABAMA)

LAUDERDALE COUNTY)

RLPY 2006 68783
 Recorded In Above Book and Page
 12/21/2006 12:02:11 PM
 Dewey D. Mitchell
 Probate Judge
 Lauderdale County, AL
 Recording Fee 26.00
 TOTAL 26.00

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
 OF SKYPARK SUMMIT, A SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS that the undersigned, Skypark Properties, L.L.C., a limited liability company organized and doing business in the State of Alabama, does hereby and herewith amend the Declaration of Protective Covenants filed for record on December 1, 2006 in the Office of the Probate Judge of Lauderdale County, Alabama in Record Book 2006, Page(s) 63974 *et seq.*, as follows, to-wit:

WHEREAS, Skypark Properties, L.L.C., a limited liability company, did execute, impose, and file certain Declaration of Protective Covenants by written instrument recorded in the Probate Office of Lauderdale County, Alabama in Record Book 2006, Page 63974, *et seq.*, on that certain real property embraced in the subdivision known and designated as Skypark Summit, a subdivision, according to the map and plat thereof prepared by Price & Rider Engineering, Inc., and as the same appears of record in Plat Book 7, at Page 64, in the Probate Office of Lauderdale County, Alabama; and,

WHEREAS, the undersigned is the owner and has title to Lots 1-3, inclusive, located in said Skypark Summit, a subdivision; and

WHEREAS, the undersigned desires to amend and modify said Declaration of Protective Covenants as the same applies to all lots in said subdivision.

NOW, THEREFORE, in consideration of the premises, the undersigned does hereby amend and modify the aforesaid Declaration of Protective Covenants as follows, to-wit:

ARTICLE I SHALL BE AMENDED BY ADDING THE FOLLOWING:

1.9 **Description.** Unless otherwise expressly provided in writing, all Protective Covenants, conditions, reservations, and/or restrictions pertaining to or affecting Skypark Summit, a subdivision according to the plat recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 7, Page 64, and/or as said plat of said subdivision may from time to time be amended, shall relate to and apply to the real property which is more particularly described on Exhibits "A" and "B" which are attached hereto and filed herewith.

ARTICLE V SHALL BE AMENDED BY ADDING THE FOLLOWING:**5.22 Skypark Summit Homeowners' Association**

(i) Each owner of a lot within Skypark Summit Subdivision shall automatically become a member of an association known and designated as **Skypark Summit Homeowners' Association**, and it shall be the purpose and objective of said Association, subject to its By-Laws, to, among other things, govern the use, maintenance, and improvement of the easement and private drive known and designated as *Summit Trail*, and as shown on the plat of the said subdivision. The use, maintenance, and improvement of the said private drive shall be subject to the restrictions, conditions, and covenants which appear of record affecting said property and shall be subject to the rules, regulations, by-laws, and policies adopted by the Skypark Summit Homeowners' Association, or as the same may be from time to time amended, and all such conditions, restrictions, and reservations shall run with the land affected thereby, and shall be binding upon the owners of any lot(s) in Skypark Summit, a subdivision ("owner") and the assigns, heirs, and successors of any party having an interest in any real property in Skypark Summit, a subdivision, or any property otherwise affected by these Protective Covenants.

(ii) All expenses and charges incurred for the operation, maintenance, and improvement of the private drive and easement known and designated as *Summit Trail*, including, without limitation, repair, liability insurance, labor, and materials, shall be borne by each of the owners of lots within Skypark Summit, a subdivision, on a pro-rated basis.

(iii) The Skypark Summit Homeowners' Association, subject to its By-laws, shall determine an annual fee and assessment to each member of the Association, said fee and assessment to cover current expenses and anticipated expenses for the care, maintenance, and/or improvement of *Summit Trail*. Each owner's share of said annual charge and assessment shall be due and payable to Skypark Summit Homeowners' Association in advance, and on the day and date to be determined and designated by the Skypark Summit Homeowners' Association.

(iv) Any owner who fails to pay, when due, his or her pro-rata share of said expenses and assessments as hereinabove provided, after having been given ten (10) days

written notice that the same is due and payable, shall be subject to lien as hereinafter provided.

(v) To insure the prompt payment of all assessments, dues and other charges assessed by the Skypark Summit Homeowners' Association against an owner, the Skypark Summit Homeowners' Association shall have the right to a lien in the amount of any said unpaid assessment or assessments against the property of said owner in Skypark Summit, such assessment to constitute a lien upon said owner's property, provided, however, said lien shall be subordinate to liens and mortgages for long-term permanent financing, and those liens of state, federal, county, or municipal governments for unpaid taxes and public improvements assessments.

(vi) An owner shall promptly pay to and reimburse the Skypark Summit Homeowners' Association for any expense incurred for the repair or replacement of any part of *Summit Trail* private drive damaged or destroyed through the fault or negligence of said owner, a member of his or her family, or invited guests.

(vii) *Summit Trail* shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor shall any hazard to life or health, or any hazard of fire or explosion be allowed to exist.

(viii) The interest of any owner in the private drive designated as *Summit Trail* shall not be and is not severable from the interest held by the said owner thereof in a numbered lot in Skypark Summit and no said owner shall transfer, sell, or convey any lot owned by him or her in Skypark Summit without also transferring, selling, and conveying to the same grantee or joint grantees the interest held by said lot owner in the private drive known and designated as *Summit Trail*.

(ix) By accepting a conveyance of property in Skypark Summit, a subdivision, such person or persons to whom such conveyance is made hereby designates and appoints the duly elected president of Skypark Summit Homeowners' Association or his/her successor, as his or her attorney-in-fact for the purpose of enforcing any and all covenants, rights and restrictions pertaining to Skypark Summit, a subdivision, including, but not limited to, the right to sue for, collect, perfect, and enforce liens for the payment of delinquent assessments due the Skypark Summit Homeowners' Association.

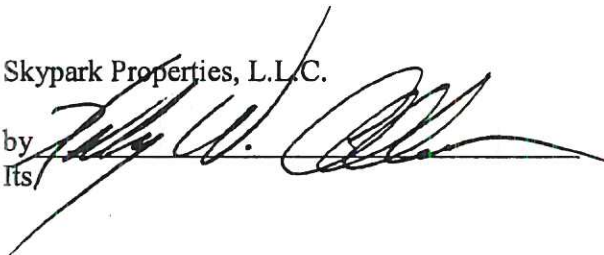
(x) The foregoing covenants, restrictions, and reservations pertaining to Skypark Summit, a subdivision, may be subject to modification or amendment, and may be modified or amended by an instrument in writing, clearly indicating such intention, duly executed by ALL record owners of all lots in Skypark Summit, a subdivision, said instrument being duly acknowledged according to law and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama.

Except as otherwise expressly contained herein, the Declaration of Protective Covenants dated the 1st day of December, 2006 and which appears of record in Record Book 2006, Page(s) 63974, *et seq.* in the Probate Office of Lauderdale County, Alabama shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 21st day of DECEMBER, 2006.

Skypark Properties, L.L.C.

by
Its



STATE OF ALABAMA)

LAUDERDALE COUNTY)

I, Linda D. Hudson a Notary Public in and for said County, in said State, hereby certify that Kelly W. Allen, whose name as Manager of SkyPark Properties, L.L.C., an Alabama Limited Liability Company, is signed to the foregoing First Amendment to Declaration of Protective Covenants of Skypark Summit, a subdivision, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Limited Liability company.

Given under my hand and official seal this 21st day of December, 2006.

Linda D. Hudson
Notary Public
My Commission Expires: 10/12/2010



SKYPARK SUMMIT

Exhibit "A"

STATE OF ALABAMA
COUNTY OF LAUDERDALE

Commence at the Northwest Corner of Lot 9, Skypark Point, Plat Book 6, Page 335, as recorded in the office of the Judge of Probate of Lauderdale County, Alabama; thence South 72 degrees 46 minutes 39 seconds West for 68.02 feet to the point of beginning, said point of beginning being on the Westerly right-of-way of Skypark Road; thence along said Westerly right-of-way, South 25 degrees 32 minutes 00 seconds West, a distance of 163.76 feet to a point; thence leaving said Westerly right-of-way, North 61 degrees 01 minutes 33 seconds West, a distance of 260.60 feet; thence North 27 degrees 16 minutes 29 seconds West, a distance of 62.76 feet to a point; thence North 07 degrees 11 minutes 25 seconds East, a distance of 16.41 feet to a point on the right-of-way of aforesaid Skypark Road; thence along said right-of-way and with a curve to the left having a radius of 225 feet and an interior angle of 20 degrees 51 minutes 58 seconds for an arc distance of 81.94 feet to a point (chord North 89 degrees 39 minutes 37 seconds East for 81.49 feet); thence continuing along the right-of-way of Skypark Road and along a curve to the left having a radius of 225 feet and an interior angle of 24 degrees 43 minutes 05 seconds for an arc distance of 97.07 feet (chord North 66 degrees 52 minutes 05 seconds East for 96.32 feet); thence continuing along the right-of-way of said Skypark Road and along a curve to the left having a radius of 225 feet and an interior angle of 07 degrees 53 minutes 41 seconds for an arc distance of 31 feet to a point (chord South 50 degrees 33 minutes 42 seconds East for 30.98 feet); thence continuing along said right-of-way of Skypark Road North 46 degrees 36 minutes 52 seconds East for a distance of 71.53 feet to a point; thence continuing along said Skypark Road right-of-way and along a curve to the right having a radius of 55 feet and an interior angle of 81 degrees 28 minutes 30 seconds for an arc distance of 78.21 feet to a point (chord North 87 degrees 21 minutes 6 seconds East for 71.79 feet); thence continuing along the right-of-way of said Skypark Road South 51 degrees 54 minutes 39 seconds East for a distance of 34.01 feet to a point; thence continuing along the right-of-way of said Skypark Road and along a curve to the right having a radius of 55 feet and an interior angle of 77 degrees 26 minutes 39 seconds for an arc distance of 74.34 feet to a point (chord South 13 degrees 11 minutes 19 seconds East for 68.81 feet); thence continuing along the right-of-way of said Skypark Road South 25 degrees 32 minutes 00 seconds West a distance of 80.91 feet to the point of beginning, containing 1.39 acres, more or less.

EXHIBIT "A"

RLPY 2006 63789
Recorded In Above Book and Page
12/21/2006 12:05:38 PM
Dewey D. Mitchell
Probate Judge
Lauderdale County, AL

**SKYPARK SUMMIT HOMEOWNERS' ASSOCIATION
BYLAWS**

Recording Fee 35.00
TOTAL 35.00

**Article I
Name and Location**

The name of the nonprofit unincorporated association is the Skypark Summit Homeowners' Association. The principal office of the association shall be located at 1604 Skypark Road, Florence, Alabama 35634, but meetings of members and directors may be held at those places within the state of Alabama, county of Lauderdale, designated by the board of directors.

**Article II
Definitions**

Section 1. The following words when used herein (unless the context shall prohibit) shall have the following meanings:

(a) The term "association" shall mean the Skypark Summit Homeowners' Association, its successors and assigns.

(b) The term "properties" shall mean and refer to all the properties that are subject to the declaration. In no event shall the term "properties" include any commercial properties but shall only include residential properties.

(c) The term "common properties" shall mean that real property along with improvements thereon owned by the owner of a lot or the owner's heirs, successors or assigns for which an easement has been granted to Skypark Summit Homeowners' Association for the common use of the properties and more particularly described in Exhibit A.

(d) The term "lot" shall mean and refer to any plot of land or portion thereof shown upon any recorded instrument of the properties with the exception of the common properties as defined above.

(e) The term "member" shall mean and refer to each person or entity who holds a membership in the association. Skypark Properties, LLC shall not be a member of the association.

(f) The term "owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or any portion thereof which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(g) The term "declaration" shall mean the declaration of covenants and restrictions applicable to the properties recorded in the office of the Probate Court of Lauderdale County, Alabama in Deed Book 2006, Pages 63774 ET SEQ

35.00

Article III
Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot or portion thereof 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 an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot or portion thereof which is subject to assessment by the association. Ownership of the lot or portion thereof shall be the sole qualification for membership.

Section 2. Voting Rights. The association shall have one class of voting membership. Members shall be entitled to one vote for each lot or portion thereof in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any lot or portion thereof all such persons shall be members, and the vote for such lot or portion thereof shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot or portion thereof.

Article IV
Property Rights; Rights of Enjoyment

Section 1. Members' Perpetual Easements. Subject to the provisions of Section 3, every member, by and through the homeowner's association shall have a right and perpetual easement in the common properties for the purpose of inspecting and maintaining the common properties and using the common properties and such easements shall be perpetual and shall pass with the title to every lot or portion thereof.

Section 2. Title to Common Properties. Each owner of the lot or their respective heirs, successors and assigns, shall retain fee simple title to that portion of the common properties located on his, her or its lot subject to the easements.

Section 3. Extent of Members' Easements. The rights and easements created herein shall be subject to the right of the association, as provided in the bylaws, to suspend the voting rights by a member for any period during which any assessment remains unpaid, and for any period not to exceed thirty days for any infraction of its published rules and regulations.

Section 4. Delegation of Right to Use. Any member may delegate, in accordance with the bylaws, the right of use to the common properties to the members of his or her family, his or her tenants or contract purchasers who reside on the property for the purpose of entering upon the common properties to use, to inspect, to make repairs, to maintain and/or to make capital improvements or to conduct any other act consistent with these covenants.

Article V
Board of Directors; Selection; Term of Office

Section 1. Number. The affairs of this association shall be managed by a board of at least one (1) director, who need not be members of the association.

Section 2. Election. At the first annual meeting the members shall elect at least one (1) director for a term of one year; and at each annual meeting thereafter the members shall elect at least one (1) director for a term of one year.

Section 3. Removal. Any director may be removed from the board, without cause, by a majority vote of the members of the association. In the event of death, resignation or removal of a director, a successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation. No director shall receive compensation for any service he or she may render to the association. However, any director may be reimbursed for actual, reasonable expenses incurred in the performance of his or her duties.

Section 5. Action taken without a meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Article VI Meetings of Directors

Section 1. Annual Meetings. Annual meetings of the board of directors shall be held on an annual basis, at a place and hour as may be fixed from time to time by resolution of the board.

Section 2. Special Meetings. Special meetings of the board of directors shall be held when called by the president of the association, or by any two directors, after not less than two (2) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a meeting at which a quorum is present shall be regarded as the act of the board.

Article VII Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the board of directors shall be made from the floor at the annual meeting. The nominations may be made from among members or nonmembers.

Section 2. Election. Election to the board of directors shall be by secret written ballot. At the election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Initial Directors. The initial Directors of this association shall be Greg Allen and Kelly Allen. Thereafter, the election of directors shall take place at the annual members meeting.

Article VIII Powers and Duties of the Board of Directors

Section 1. Powers. The board of directors shall have power to:

(a) Adopt and publish rules and regulations governing the use and maintenance of the common properties, and to establish penalties for infractions;

(b) Exercise for the association all powers, duties and authority vested in or delegated to this association and not reserved to the membership by other provisions of these bylaws or the declaration;

(c) Declare the office of a member of the board of directors to be vacant in the event the member shall be absent from three (3) consecutive regular meetings of the board of directors; and

(d) Employ a manager, an independent contractor, or other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the board of directors to:

(a) Cause to be kept a complete record of all its acts and affairs and to present a statement of its acts when the statement is requested in writing by any two (2) members who are entitled to vote;

(b) Supervise all officers, agents and employees of this association, and to see that their duties are properly performed;

(c) As more fully provided herein, and in the declaration, to:

(1) calculate the amount of the monthly assessment against each lot as provided in Article XI; and

(2) send written notice of each assessment to every owner.

(d) Issue, upon demand by any person, a certificate which states whether or not any assessment has been paid. A reasonable charge may be made by the board for the issuance of these certificates. If a certificate states an assessment has been paid, it shall be conclusive evidence of payment;

(e) Cause the common properties to be maintained in good order;

(f) Procure and maintain adequate liability and hazard insurance on the common properties maintained and used by the association; and

(g) Cause all officers or employees having financial responsibilities to be bonded, as it may deem appropriate.

**Article IX
Meetings of Members**

Section 1. (a) Annual Meetings. Annual meetings of the members shall be held on an annual basis, at a place and hour as may be fixed from time to time by resolution of the board.

(b) Special Meetings. Special meetings of the members may be called at any time by the president or by the board of directors or upon written request of any two (2) members entitled to vote at such meeting.

Section 2. Notice of meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, at least ten (10) days before the meeting to each member entitled to vote at the meeting, addressed to the member's address last appearing on the books of the association, or supplied by the member to the association for the purpose of notice. The notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 3. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled

to cast, fifty-one percent (51%) of the votes of membership shall constitute a quorum for any action except as otherwise provided in the declaration or these by laws. If, however, a quorum shall not be present at any meeting, the members entitled to vote shall have power to adjourn the meeting, without notice other than announcement at the meeting, until a quorum shall be present.

Section 4. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Each shall be revocable and shall automatically cease upon the conveyance by the member of a lot.

Section 5. Vote Required. The association shall have one class of voting membership which shall be comprised of all those owners of lots. The members shall be entitled to one vote for each lot in which they hold the interests required for membership. When more than one person holds such interest or interests in any lot all such persons shall be members, and 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 such lot. Except as otherwise provided herein or in the declaration, any action on a matter brought before any meeting at which there is a quorum, is approved if the votes cast in favor of the action exceed the votes cast in opposition to the action.

Article X Officers and Their Duties

Section 1. Enumeration of officers. The officers of this association shall be a president, secretary and treasurer and other officers as the board may create by resolution.

Section 2. Election of officers. The initial officers of this association shall be Kelly Allen as President and Greg Allen as Secretary and Treasurer. Thereafter, the election of officers shall take place at the annual board of directors meeting following each annual meeting of the members.

Section 3. Term. The officers of this association shall be elected annually by the board and each shall hold office for one year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special appointments. The board may elect other officers as the affairs of the association may require, each of whom shall hold office for a period, have the authority, and perform any duties as the board may determine.

Section 5. Resignation and removal. Any officer may be removed from office without cause by the board. Any officer may resign at any time by giving written notice to the board, the president or secretary. The resignation shall take effect on the date of receipt of the notice or at any later time specified in the notice, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to the vacancy shall serve for the remainder of the term of the office he or she replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

(a) **President.** The president shall preside at all meetings of the board of directors; see that orders and resolutions of the board of directors are carried out; sign all written instruments and co-sign all checks.

(b) Vice President. The vice-president shall act in the place and stead of the president in the event of his or her absence, inability or refusal to act, and exercise and discharge any other duties as may be required of him or her by the board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the board and of the members; serve notice of meetings of the board and of the members; keep appropriate current records showing the members of the association together with their addresses, and perform any other duties as required by the board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the association and disburse funds as directed by resolution of the board of directors; co-sign all checks of the association; keep proper books of account.

Article XI Assessments

The assessments shall be as set forth below:

Section 1. Creation of the lien and personal obligation of assessments. Each owner of a lot or any portion thereof, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the association monthly assessments and charges and special assessments and charges, together with such interest and cost of collection as provided below, and the amount shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each assessment, together with the interest, cost of collection and reasonable attorney's fees, shall be the personal obligation of the person who was the owner of the property at the time when the assessment became due.

Section 2. Purpose of assessment. The assessments levied by the association shall be used exclusively for the purpose of paying for the electricity and utility bills for the lighting along the concrete driveway which provides access to the lots and the security gate located on the common properties and for the improvements and/or repair and maintenance related to the security gate, the lighting and the concrete driveway on the common properties as required by the declaration and the common properties. Members, by and through the homeowner's association, shall be responsible for the common properties.

The Members, by unanimous consent, may vote to assess the Members with a monthly assessment for lawn maintenance for the lots. The terms and conditions upon which the assessment shall be made shall be as determined by the Members and as set out in an amendment to these bylaws, failing which the assessment for each lot or any portion thereof shall be calculated in the same manner as the assessment at Section 3 below except that the total expenses for the cost of the lawn maintenance (as opposed to the amount of the utility bill) shall be multiplied by the fraction as calculated in Section 3.

Section 3. Monthly assessments for power usage. All assessments for power usage shall be mandatory and are not subject to the two-thirds ($\frac{2}{3}$) vote as required for capital improvements, as set out in Section 5 of this Article. The assessment for each lot or any portion thereof shall be arrived at by multiplying the total utility or power usage bill for the month relating to the use of power for the security gate and the lighting on or for the common properties by a fraction, the numerator of which is the total number of lots owned by the member being assessed and the denominator of which is the total number of lots owned by all the members being assessed. For example, if the total utility bill for the month equals \$30 and there is a total of 3 lots owned by all members, then a member who owned one lot would be assessed \$10.00 $[(1/3) \times \$30]$. For the purpose of determining the denominator, lots owned by Skypark Properties, LLC shall be excluded. For example, if 2 of 3 lots have been sold by Skypark Properties, LLC, and if the total utility bill for the month equals \$30, then a

member who owns one lot of the two lots that have been sold, would be assessed \$15.00 $[(1/2) \times \$30]$.

Section 4. Repairs and maintenance. In addition to the monthly assessment, each lot or portion thereof shall be subject to special assessments for repairs and maintenance for the common properties, the concrete driveway, the lighting for the common properties and the security gate, whether such shall be expected or unexpected. All repairs and maintenance shall be mandatory and are not subject to the two-thirds ($\frac{2}{3}$) vote as required for capital improvements, as set out in Section 5 of this Article. The assessment for each lot or any portion thereof shall be calculated in the same manner as the assessment at Section 3 above except that the total expenses for the cost of the repairs and maintenance relating to the repairs and maintenance on or for the common properties (as opposed to the amount of the utility bill) shall be multiplied by the fraction as calculated in Section 3 above.

Section 5. Special assessments for capital improvements. In addition to the monthly assessment, each lot or portion thereof shall be subject to special assessments for capital improvements located on the common properties calculated as follows: The special assessment shall be for the cost of any construction or reconstruction of a capital improvement, other than routine repairs and maintenance, related to any structures upon the common properties, provided that the assessment shall have the assent of two-thirds ($\frac{2}{3}$) of the votes of the members who are voting in person or by proxy at a meeting called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting setting out the purpose of the meeting. The assessment for each lot or any portion thereof shall be calculated in the same manner as the assessment at Section 3 above except that the total expenses for the cost of the capital improvement relating to the improvement on the common properties (as opposed to the amount of the utility bill) shall be multiplied by the fraction as calculated in Section 3 above.

Section 6. Date of commencement of monthly assessments: Due Date. Except as set forth at Section 9, the monthly assessment set out at Section 3 above as to members shall commence as to a lot or any portion thereof on the first day of the month following the conveyance of such lot or portion thereof to the owners. Written notice of the total monthly assessment shall be sent to every owner subject to it and shall set forth each respective owner's assessment. The due dates and frequency of collection of the assessments shall be as determined by the board of directors. The association shall upon demand at any time furnish to any owner liable for the monthly assessments and/or special assessments a certificate in writing signed by an officer of the association, setting forth whether the assessments are current. The certificate shall be conclusive evidence of the facts stated in the certificate.

Section 7. Effect of nonpayment of assessment; the personal obligation of the owner; the lien; the remedies of association. If the assessments are not paid on the date when due (being the date specified in Section 6), then the assessment shall become delinquent and shall, together with the interest and cost of collection as provided herein, become a continuing lien on the property which shall encumber and bind the property in the hands of the then owners, his or her successors and assigns. The personal obligation of the then owner to pay the assessment, however shall remain his or her personal obligation for the statutory period and shall not pass to his or her successor in title unless expressly assumed by them. If the assessment is not paid within five (5) days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum and the association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint and the action, and in the event a judgment is obtained, the judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the action.

Section 8. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any mortgages now or subsequently placed upon the properties subject to assessment; provided, however, that the subordination shall apply only to the assessments which have become due prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in

lieu of foreclosure. Any sale or transfer shall not relieve the lot or portion thereof from liability for any assessments becoming due later nor from the lien of any subsequent assessment.

Section 9. Initial Assessment to Developer. Upon the initial sale of each lot or any portion thereof, Skypark Properties, L.L.C. will contribute one hundred dollars (\$100.00) into the association's funds, not to exceed a total of three hundred dollars (\$300.00). These funds shall be used first to satisfy monthly assessments and special assessments.

**Article XII
Books and Records**

The books, records and papers of the association shall at all times, during reasonable business hours, be subject to inspection by any member. The declarations and bylaws of the association shall be available for inspection by any member at the principal office of the association, where copies may be purchased at reasonable cost.

**Article XIII
Amendments**

These bylaws may be amended, at a meeting of the members, at which a quorum is present, by a vote of a majority of the members present in person or by proxy.

**Article XIV
Fiscal Year**

The fiscal year of the association shall begin on January 1, and end on December 31, of every year, except that the first fiscal year shall begin on the date of the signing of the declaration.

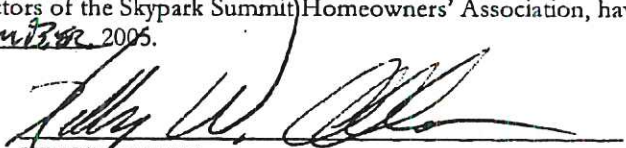
**Article XV
Conflicts**

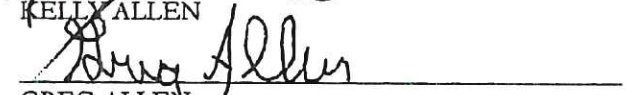
To the extent that there exists a conflict between the declaration and these bylaws, then the declaration shall control.

**Article XVI
Severability**

Invalidation of any provision of these bylaws by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

IN WITNESS, we, being all of the directors of the Skypark Summit Homeowners' Association, have signed this document this 29 day of December, 2006.



KELLY ALLEN


GREG ALLEN