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STATE OF ALABAMA )  
COLBERT COUNTY )

**THE VILLAGE AT CYPRESS LAKES PHASE III  
DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS**

The undersigned, Cypress Lakes Golf & Country Club, Inc. ("Cypress"), being the developer, respectively, of all the property embraced in that subdivision known and designated as The Village at Cypress Lakes Phase III, according to the plat thereof prepared by Price Rider Engineering, Inc., and recorded in the Office of the Judge of Probate of Colbert County, Alabama, in Plat Cabinet C Slide 102 hereby imposes on all lots the following conditions, covenants and building restrictions (collectively referred to as "Covenants").

**I. GENERAL CONDITIONS:**

1. These Covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for twenty (20) years from the date the subdivision plat is filed of record in the Office of the Judge of Probate of Colbert County, Alabama, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of at least seventy-five percent (75.00%) of the then record owners of the restricted lots it is agreed to terminate the Covenants. Any provision hereof may be amended at any time by an instrument approved by at least seventy-five percent (75.00%) of lot owners of record at such time. Notwithstanding the foregoing, the approval of Cypress must be obtained, in writing, to any proposed amendment prior to it becoming effective as long as Cypress is the record owner of any lot in the subdivision. No amendment is effective until it is duly recorded. The term "record owners" shall not include mortgagees. There shall be one vote for each lot owned regardless of whether there is more than one record owner of each lot. Lot owners shall have one vote for each lot owned.
  
2. If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision or The Village at Cypress Lakes Homeowner's Association, to be formed, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violation, or both, and in the event of a breach of said Covenants, the person or persons committing the breach shall pay all costs of enforcing these covenants, including a reasonable attorney's fee.

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Cypress  
Lakes  
Club*

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3. Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
4. The Architectural Control Committee (the "ACC") shall consist of three (3) members appointed by Cypress. Cypress may, in its sole discretion, remove and replace any member of the ACC at any time.
5. Owners of lots and/or residential dwellings in The Village at Cypress Lakes Phase III desiring to sell their property agree to list the property for sale with Cypress, or its designee at the standard residential market listing price then in effect in Colbert County, Alabama. As of the date hereof, the standard sales commission is six percent (6%) of the sales price.
6. Each lot owners in The Village at Cypress Lakes Phase III must be a member of The Village at Cypress Lakes Phase III Homeowners Association. Each lot owner/member shall be entitled to one vote for each lot owned on matters to be voted upon by the Homeowner's Association. Joint owners shall be entitled to only one vote for each lot owned.

ii. COVENANTS AND RESTRICTIONS:

1. No lot shall be used except for residential, single family purposes. No structures shall be erected, altered, placed or permitted to remain on any lot other than detached, single family dwelling and private garage, screened enclosures and patios. No structures shall be erected, altered, placed or permitted to remain on any lot until approved by the ACC.
2. All dwellings constructed in The Village at Cypress Lakes Phase III must contain a minimum 1700 square feet of heated and cooled, enclosed livable floor space. Livable floor space is to be measured from the exterior line or walls of the dwelling.
3. One (1) copy of the plot plan indicating the proposed location of the improvement(s) on the lot, the building plan and specifications must be furnished to the ACC and its approval in writing obtained before the commencement of construction or site preparation. In the event the ACC fails to approve an owner's proposed plans, the owner must sell the lot back to Cypress for the same purchase price the owner paid to Cypress, plus three percent (3%) simple interest from the date of purchase to the date of the sale to Cypress, free and clear of all liens and encumbrances. The closing shall occur within thirty (30) days of the date of written notice sent by the ACC to owner advising owner of non-approval of the proposed plans. Alternatively, the owner may agree to make the changes requested by the

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ACC in order to obtain approval of the plans.

4. Construction of a home in The Village at Cypress Lakes Phase III must commence within 180 days of the signing of a Real Estate Sales Contract; however, upon written request, Cypress may, but is not obligated to, grant an extension. In the event this construction is not commenced within the time frame provided, regardless of any extension being granted, the owner must sell the lot back to Cypress for the same purchase price the owner paid to Cypress, plus three percent (3%) simple interest from the date of purchase to the date of the sale to Cypress, free and clear of all liens and encumbrances. The closing shall occur within thirty (30) days of the date of written notice sent by Cypress to the owner of its decision to purchase back the lot.
5. When the construction of any building is started, work thereon must be continued diligently and must be completed within a reasonable time not to exceed twelve (12) months from the date of commencement. All debris from construction must be transported and disposed of outside subdivision. Lot owner must provide dumpster and restroom facilities to contractors during the construction period.
6. The exterior siding of all dwellings must be of clay-based brick -Arlington Antique by Boral Brick. Mortar colors: white, light gray, or dark gray must be used and roof shingle GAF Weatherwood Timberline must be used.
7. No carports shall be permitted. All garages shall be enclosed and shall be at least adequate to house two standard size American cars, but not less than four hundred (400) square feet of floor space. All driveways must be concrete. All garage doors shall be operable. All vehicles on the premises must be kept totally enclosed and not visible from the street. No abandoned or non-usable motor vehicle may be parked or kept on any part of a recorded lot or in the subdivision streets. No trailers, boats, boat trailers, or motor homes may be kept upon the premises except in totally enclosed garages.
8. No building shall be built any closer than 25 feet to the front lot line, 30 feet to the rear lot line and 10 feet to any side lot line.
9. Lot owner is responsible for maintaining his/her property until built.
10. All exterior machinery and equipment, such as air conditioning compressors and other mechanical features or storage, shall be screened by structures or landscaping approved by the ACC. Air conditioner compressors, to the extent feasible, should be located at the rear of a residential dwelling. No window mounted heating or air conditioning unit shall be permitted.

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11. No signs of any kind shall be displayed to the public view on any lot except that the developer can have a development identification sign advertising the property for sale. Owners may have one approved temporary real estate sign of not more than three square feet in area advertising the property for sale. Homeowners are allowed one-yard sale per year and a small temporary sign to advertise this sale.
12. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot. No more than two dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Homeowner's pets must be kept within the boundaries of his own lot. Owners must comply with the City of Muscle Shoals Leash Law Ordinance. No owner shall keep or maintain any pet or animal that has a vicious propensity, or that becomes a nuisance to the neighborhood.
13. Landscaping and the building of driveways and the installation of mailboxes within utility easements is permissible but; however, it is the responsibility of the property owner to remove the same if access to the utilities is necessary.
14. Mailboxes must be standardized and approved by the ACC. Mailboxes shall contain only the family name, home number and street name of the lot, as approved by the ACC, but no further inscription, painting, ornaments, or artistry shall be allowed.
15. All fencing in The Village at Cypress Lakes must be approved by the ACC. Each fence shall have a gate. Type of materials, the length proposed, the height finished, and/or sides exposed to the public, must be approved. Chain link or other wire fences shall not be permitted.
16. Outdoor dog houses, freestanding play houses, tree houses and detached storage buildings will be subject to the prior approval and written authorization of the ACC.
17. No satellite dishes, radio and television antennae, radio receivers or other similar devices or aerials shall be attached to any lot or any dwelling situated on a lot. All solar devices shall be subject to the approval of the ACC. Satellite dishes measuring 18" in diameter or smaller may be attached to the rear slope of the roof, provided it is not visible from the street.
18. Outside clotheslines or other facilities for drying or airing cloths are prohibited. Barbecue grills, bird feeders, wood carvings, plaques and other types of homecraft are prohibited in the front or side yards, but may be located in the rear yards so long as the same are not visible from the street.
19. Trash containers shall be located at the rear or side of the dwelling, properly

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screened or in the garage and must not be visible from a street.

- 20. No private swimming pools will be allowed.
- 21. If any lot owner fails to maintain his property and improvements to the satisfaction of the Homeowners Association, the Homeowners Association, after ten (10) days prior written notice by registered mail to the homeowner, shall have the right to enter upon the property and restore it to a satisfactory condition and in compliance with the Covenants set forth herein. The entry onto a homeowner's property for these purposes is expressly agreed upon and shall not constitute a trespass. The cost of the work involved shall be assessed against the lot owner and, if not paid within ten (10) days of notice, the Homeowners Association may collect the assessment by court action. In the event court action is necessary, the lot owner shall, in addition to the cost of the work, be liable for \$500.00 as liquidated damages, attorneys fees and court costs.

CYPRESS LAKES GOLF & COUNTRY CLUB, INC.

BY:

*[Signature]*  
IT'S SECRETARY/TREASURER

2005 MAY 23 PM 1:08  
1000 BACK & FADE ST. N.W.  
MIG. TAX  
Cypress Lakes Golf & Country Club, Inc.

STATE OF ALABAMA )  
COLBERT COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Neil L. Whitesell, whose name as President of Cypress Lakes Golf & Country Club, Inc., is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he has executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal this the 13 day of May, 2005.

*[Signature]*  
NOTARY PUBLIC

SEAL

My Commission Expires: 1-13-07

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 13, 2007  
BONDED BY THE NOTARY PUBLIC UNDERWRITERS

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ARTICLES OF INCORPORATION

OF <sup>3064</sup>  
THE VILLAGE AT CYPRESS LAKES  
HOMEOWNERS ASSOCIATION, INC.

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A NON-PROFIT CORPORATION

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Pursuant to Title 10, Chapter 3, Non-Profit Corporations, Code of Alabama 1975, as amended, the undersigned incorporators, all being natural persons over the age of 19 years, do hereby sign, verify and file these Articles of Incorporation of THE VILLAGE AT CYPRESS LAKES HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation.

ARTICLE I. NAME

The name of the corporation is:

"THE VILLAGE AT CYPRESS LAKES HOMEOWNERS ASSOCIATION, INC."

ARTICLE II. DURATION

The period of duration of the corporation is perpetual unless otherwise legally terminated.

ARTICLE III. CORPORATE PURPOSES

The objects and purposes of this corporation and the powers which it may exercise are as follows:

A. The corporation is organized for the purpose of establishing an association for all persons owning houses and/or lots in The Village at Cypress Lakes, as the same appears of record in Plat Cabinet C, Slide 60, Colbert County Probate Office. And, in furtherance of this purpose, to:

- i. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the protective covenants and restrictions (hereinafter called the "Covenants") recorded at Microfiche 9801, Frames 577-580, Colbert County Probate Office, and all amendments thereto hereafter made;
- ii. To establish, levy, collect and enforce payment by any lawful means, all dues, charges or assessments and liens pursuant to the terms of the Covenants and By-Laws of the Association; to pay all expenses in connection therewith and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes or other charges levied or imposed against the property of the Association;
- iii. To maintain all common areas of The Village at Cypress Lakes, including, but not limited to, entrance way, entrance sign, landscaping and lighting of the common areas, and protective fencing surrounding the subdivision;
- iv. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association; and
- v. Dedicate, sell, convey or transfer all or any part of the streets, roads, rights of way or common areas to any public or governmental agency, authority or utility for such purposes as are agreed to by two-thirds of the members of the Association, such transfer to be evidenced by recordation of a written instrument executed by the duly authorized officers of the Association.

B. The corporation shall possess and exercise all the powers and privileges granted by the Alabama Non-Profit Corporation Act or by any other law of the State of Alabama, now

existing or hereafter enacted, together with all powers necessary or convenient to the conduct, promotion or attainment of the activities or purposes of the corporation (limited only by the restrictions set forth in these Articles of Incorporation).

C. Anything herein contained to the contrary notwithstanding, the corporation shall not be operated for private profit and no part of the assets or the net earnings of the corporation shall at any time inure to the benefit of any director, officer or other private person, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered, to reimburse expenditures incurred in the performance of their duties by directors and officers and to make payments and distributions in furtherance of the objects and purposes set forth in this Article III.

D. The foregoing clauses of this Article III shall be construed equally as objects, purposes and powers and the foregoing shall not be construed or held to limit or restrict in any manner the powers of the corporation expressly conferred by law, except as expressly stated.

#### ARTICLE IV. MEMBERSHIP

All lot owners of The Village at Cypress Lakes shall be members of the Association. The enforcement of the covenants to maintain the quality of the neighborhood is a primary goal of the corporation. Membership shall be pertinent to and may not be separated from ownership of any lot which is subject to assessment by the Association. Every lot owner of record is a member and such owner shall be entitled to one vote for each lot owned. If more than one person is the owner of any lot, the vote shall be exercised as they may agree, but no more than one vote may be cast as to any one lot.



ARTICLE V. DIRECTORS

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Full control and management over the activities and affairs of the corporation shall be vested in the Board of Directors. The number of Directors, terms of office, method of election and other matters relating thereto shall be as provided by the By-laws of the Corporation.

The names and addresses of the initial Directors of the corporation are:

Mark J. Williams  
2803 E. Avalon Avenue  
Muscle Shoals, AL 35661

Robert Wiese  
2703 East Avalon  
Muscle Shoals, AL 35661

There shall be no personal or individual liability of any member, director or officer for any debts, liabilities or obligations of the corporation of any kind whatsoever.

ARTICLE VI. ASSESSMENTS

A. Annual assessments shall be used exclusively to maintain the welfare of the residents in the subdivision, to maintain the value of the subdivision property, to maintain the common areas, provide lighted streets and common ways, provide necessary insurance coverages, and to hire such agents and attorneys as may be necessary to accomplish such objectives.

B. i) The initial annual assessment (commencing on January 1, 1998) shall be \$300.00 for each homeowner of The Village at Cypress Lakes (i.e., the lot such owner's home is located on). Ownership shall be determined on January 1 of each year.

ii) The Board of Directors will review the amount of the annual assessment in November of each year (commencing November 1, 1998). The assessment set for the next year by the Board will be based upon anticipated expenses for the

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coming year and reserves on hand with the Association. If the assessment set by the Board of Directors exceeds thirty percent (30%) of the assessment for the previous year, an affirmative vote of fifty-one percent (51%) of the members eligible to vote shall be required at a meeting duly called for such purpose. Written notice of the meeting must be given not less than ten (10) days and no more than thirty (30) days in advance of the meeting. Fifty-one (51.00%) of the eligible votes shall constitute a quorum and, if a quorum is not present, the action of the Board of Directors will be deemed final and binding on all lot owners.

C. In addition to annual assessments, the Board of Directors may levy a special assessment for any one year to pay any costs incurred for Association duties, including, but not limited to, necessary expenses for repairs and maintenance to common areas to the extent annual assessments are insufficient to pay such expenses, and expenses incurred in the enforcement of restrictions of record or provisions hereof.

D. All assessments shall be on a pro rata basis (i.e. total assessment divided by the number of lots within the subdivision). The Board of Directors shall set the due date of all annual and special assessments and shall give notice in writing as to the amounts and due dates at least thirty (30) days in advance of such due dates. The notice of annual assessment shall include a statement of expenses and revenues for the prior year.

E. Any assessment unpaid thirty (30) days after the due date is delinquent. Interest at the rate of ten percent (10%) per annum shall be added from the due date, in the event of delinquency, and the Association shall take the necessary actions to collect the same. If court action is necessary the non-paying owner(s) of record shall be responsible for attorney fees and

court costs.

F. Any lien obtained shall be enforceable by foreclosure as are other real property liens, or by judicial execution sale.

**ARTICLE VIII. REGISTERED OFFICE AND REGISTERED AGENT**

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The initial registered office of the corporation is 2803 East Avalon Ave., Muscle Shoals, AL 35661. The mailing address of the corporation is 2803 East Avalon Ave., Muscle Shoals, AL 35661. The initial registered agent of the corporation is Mark T. Williams.

**ARTICLE IX. BY-LAWS**

The Board of Directors may adopt By-Laws to govern the internal affairs of the corporation.

**ARTICLE X. AMENDMENTS TO ARTICLES OF INCORPORATION**

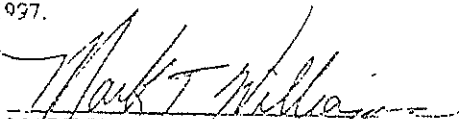
The Articles of Incorporation may be amended from time to time in accordance with the terms and provisions of the Alabama Non-Profit Corporation Act.

**ARTICLE X. INCORPORATORS**

The name and address of the incorporator of the Corporation is:

Mark T. Williams  
2803 E. Avalon Avenue  
Muscle Shoals, AL 35661

IN WITNESS WHEREOF, the undersigned original incorporator, have hereto set his hand as of this 16th day of December, 1977.

  
MARK T. WILLIAMS

STATE OF ALABAMA )  
 )  
COUNTY OF COLBERT )

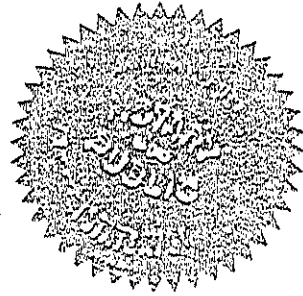
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I, the undersigned, a Notary Public, in and for said county and state, hereby certify that Mark T. Williams, whose name is signed to the foregoing Articles of Incorporation, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Articles of Incorporation, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal this 16th day of <sup>December</sup> ~~November~~, 1997.

*Kary A. Fuller*  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 8/29/00



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