

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE VILLAGE AT PLANTATION SPRINGS, PHASE II

Recording Fee 27.00
TOTAL 27.00

Plantation Springs, Inc., is the owner of the property embraced in the subdivision shown on the map and plat prepared by Paxton, Price and Rider and known and designated as **THE VILLAGE AT PLANTATION SPRINGS, PHASE II**, located in Lauderdale County, Alabama, and shown on Plat Book 6, Page 353. The undersigned owner hereby imposes on all of the lots provided in said plat the following covenants and building restrictions:

I. HOMEOWNERS ASSOCIATION: Every Owner of a Lot will be a member of The Village at Plantation Springs Homeowners Association (hereafter the "Association"). The fees, dues and assessments and other obligations of members of the Association are set forth fully in the Articles of Incorporation and Bylaws of said Association.

II. LAND USE AND BUILDING TYPE: No lot or part thereof shall be occupied, used or maintained except as a one family residential dwelling primarily devoted to and used as a residence except for the model home to be used as a temporary sales office. No lot may be altered except to increase the Lot in size.

III. EXTERIOR MAINTENANCE:

A. The Association shall provide maintenance to Common Areas, as follows:

1. All signs
2. All fences and/or walls in common areas
3. Irrigation system in common areas
4. All electrical and lighting systems in common areas
5. All landscaping in common areas to include mowing, edging, trimming, and fertilization and includes replacement of plants, flowers, trees and sod.
6. This maintenance includes upkeep of all right-of-ways and easements adjacent to common areas.

B. The Association shall provide maintenance for Individual Lots, as follows:

1. General lawn care which shall be limited to: fertilizing, mowing and edging of lawn and fertilization and trimming of shrubbery.
2. This specifically excludes replacement of lawn, flowers, shrubbery, trees, etc.

3. This specifically excludes any maintenance or care to any lot owners' fencing, walls, or irrigation system.

C. In the event the need for maintenance, replacement or improvement is caused by or arises out of any willful or negligent act of an Owner, members of his/her family, or his/her guests or invitees, the cost of such shall be added to and become a part of the assessment to which such Lot is subject.

D. In the event a Lot Owner fails to maintain, restore and repair the roof, gutters, downspouts, exterior building surfaces, and other exterior improvements in a manner satisfactory to the Board of Directors, the Association, after approval by a three-fourths vote of the Board of Directors, shall have the right, but not the obligation, through its contractors, agents and employees, to enter upon said parcel and to repair, maintain and restore such roof, gutters, downspouts, exterior building surfaces, and other exterior improvements. The cost of such exterior maintenance shall be added to and become part of the assessment to which the Lot is subject. In the alternative, the Association may file a suit for specific performance of these items and may collect all costs, including reasonable attorney's fees.

IV. CONSTRUCTION, DWELLING QUALITY, AND SIZE: Each residence must be have a minimum living area of 1,225 square feet. Porches, attached garages, breezeways and basements shall not be included in computing the above minimum living area. Any dwelling must be fully completed within 12 months of the commencement of construction and no unfinished dwelling may be occupied. The visible surface of the foundation of any structure must be covered with the same brick as the residence. The exterior of any structure must be at least 80% brick. All dwellings should have good quality workmanship and materials. Outbuildings or a detached garage, permissible for the storage of not more than three cars, are to be constructed from the same materials as the main structure.

V. BUILDING LOCATION:

(a) For all structures: The front set back line is 25 feet from the rear of curb; the rear set back line is 10 feet from the rear lot line; and the side set back line is 2-1/2 feet from the side lot line.

(b) For all lots: The location of the residence on the lots shall be as herein provided and in no event shall any dwelling be erected or any lot used in violation of the R-1 requirements as set forth in the Municipal Code of the City of Florence, Alabama.

(c) For all lots: Where the phrase "lot line" is used herein the same shall be construed to mean the property ownership line if someone owns and builds upon lots which have been changed to increase the lot size.

VI. EASEMENTS: Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the lots as shown on the recorded plat. The

granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings.

VII. NUISANCE: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance. Commercial trucks over one ton in size, motor homes, campers, boat trailers, recreational vehicle trailers, commercial trailers or livestock hauling trailers are not to be parked on streets or driveways overnight, except where construction on houses is in process and construction vehicles are parked on lots or streets out of necessity. There shall be no construction or repair of motor vehicles, water craft, tractors or other mechanical devices, except that which can be done and is done of a non-commercial nature. Parking and storage of non-operating automobiles, trucks, boats or other vehicles is prohibited, except within a garage located upon the property. Vehicles without all tires in operating condition and not currently licensed will be considered non-operating vehicles. Travel trailers and other recreational vehicles may not be parked in the subdivision except in enclosed garages. Any satellite dishes on any lot must be located at the rear of the residence in an inconspicuous location and cannot be more than 18 inches in diameter nor more than 60" in height including the pole. Colored exterior lighting will not be permitted. Outdoor light fixtures must be compatible with the design and style of the residence.

VIII. OUTBUILDINGS: No outbuilding shall be permitted on any lot except with the written approval of the Architectural Control Committee and must be of similar quality as the residence as outlined in Paragraph IV. All outbuildings will have the same set back restrictions as outlined in paragraph V.

IX. ANIMAL CONTROL: Dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Any outside dogs or cats must be kept in the backyard or on a leash. No chronic barking dogs will be allowed in this subdivision. The main purpose and intention of this restriction is to maintain the quiet and peace of the subdivision and for the safety of children in the subdivision.

X. GARDEN: A private herb/vegetable garden may be maintained at the rear of the home not to exceed 48 square feet in size and must be placed in an inconspicuous location.

XI. FENCES: No fences or walls shall be placed on any lot except upon written approval of the Architectural Control Committee.

XII. MAILBOXES: All mailboxes in The Village at Plantation Springs must conform to the design and color as specified by the Committee.

XIII. MAINTENANCE OF LOTS AND LAWN: Some lawn maintenance for individual lots will be the responsibility of the Association. However, as to all lots:

- (a) The street frontage of all lots shall be maintained clean, neat and free of

undergrowth at all times and no noxious or offensive conditions shall be continued thereon. No lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers and equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Burning garbage is prohibited except during construction of homes.

(b) All lots and all improvements located therein or thereon, shall be kept and maintained by the Owners thereof in good order and repair and free of all debris, including but not limited to, the sowing, and sodding of all lawns, the pruning and cutting of all trees, and the painting (or other appropriate external care) of all buildings and other improvements on their respective Lots, from the date of purchase of lot.

(c) Each residence must be landscaped within two months of occupancy. No bird baths or other statuary will be permitted on front lawns. No firewood or other such items shall be dumped in any yard, but must be stacked neatly out of sight from the street. No basketball goals may be located at the front of the house.

XIV. SIGNS: No sign of any kind shall be displayed in public view on any lot, except one sign of not more than 540 square inches advertising the property for sale or rent. The Subdivision developers may have no more than two large signs at each of the entrances to the subdivision.

XV. DRIVEWAYS: Each residence must have a concrete driveway which shall be a minimum of ten (10) feet in width.

XVI. ROADS: All roads shown on the Plat are hereby dedicated to the City of Florence, Alabama, and shall be for public use as roads.

XVII. OPTION OF ASSOCIATION TO PURCHASE: In the event the dwelling on any Lot is wholly or partially destroyed by fire, flood, or any other cause or casualty and the Owner thereof does not rebuild or restore the same to like good order and condition as existed prior to such total or partial destruction within six months of such destruction, then the Homeowners Association will have the right and option to purchase such Lot at the fair market value thereof as fixed and determined by the average of three appraisals in writing, one by each of three licensed real estate brokers or appraisers licensed to do business in Lauderdale County, Alabama. If the Association does not exercise the option, then any other Lot Owner may do so on a first-come basis.

XVIII. COMMON USE AREA: Each lot owner will be a member of The Village At Plantation Springs Homeowners Association who will own the property which is denoted on the plat as a Common Use area. Each homeowner has a right to use these facilities in exchange for a yearly fee which will be set and assessed by the homeowner's association.

XIX. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee will be composed of three members, and the initial members are Gary Gamble, Kathy

Gamble, and Wade Gilchrist. In the event of death or resignation of any member of the committee, his/her replacement will be elected by the process outlined in the Bylaws of The Village At Plantation Springs Homeowners Association. No member of the Architectural Control Committee will be entitled to any compensation for services performed pursuant to this Declaration.

XX. APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE: No home, outbuilding, fence, wall, or other structure or exterior surface or roof of any building or structure shall be commenced, repaired, replaced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and color of the same shall have been submitted to and approved in writing by the Architectural Control Committee. Without limiting the foregoing, such plans and specifications must include a detailed statement of the colors of any paints or materials to be used in exterior surfaces and roofs. In the event a majority the committee fails to approve or disapprove such plans within thirty days of submission to the committee, as evidenced by its written acknowledgment of receipt thereof, approval will not be required and this Article will be deemed to have been fully complied with. Such plans may be disapproved because of the following:

- A. Failure of plans or specifications to comply with any covenant or restriction contained herein.
- B. Failure to include information in such plans as may have been reasonably requested by the Committee.
- C. Objection to the exterior design, appearance or materials of any proposed building, repair or replacement.
- D. Incompatibility of any proposed building with existing buildings on other Lots.
- E. Objections to the location of any proposed structure upon any Lot or with reference to other Lots.
- F. Objection to the color scheme, finish, proportions, style, architecture, height, bulk or appropriateness of any proposed structure.

Notwithstanding any other provision of these covenants or the recorded plat, the Architectural Control Committee may waive any provision of these covenants.

XXI. POWERS OF THE ARCHITECTURAL CONTROL COMMITTEE:

(a) At any time, the then-record owners of three-fourths of the lots in this subdivision shall have the power, through a duly acknowledged instrument recorded in the Judge of Probate of Lauderdale County, to change the membership of the Architectural Control Committee.

(b) Whenever, in the unanimous opinion of the members of the Architectural Control

Committee, no substantial damage will be done to anyone owning any parcel or land in the subdivision, it shall have full authority, anything in these protective covenants and restrictions to the contrary notwithstanding, to waive or allow any violation herein, whether such violation be present or prospective. Such waiver, to be effective, must be reduced in writing over the signature of each member of the Committee and acknowledged by each member of the Committee before a Notary Public and recorded in the Office of the Judge of Probate.

(c) In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the proposed construction has been commenced prior to the substantial completion of construction, approval will not be required, and the related protective covenants and restrictions shall be deemed to have been fully complied with.

XXII. TERMS OF RESTRICTIONS AND AMENDMENTS: The protective covenants and restrictions of this Declaration shall run with and bind the land and shall be binding on all persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded in the Office of the Judge of Probate of Lauderdale County, Alabama.

XXIII. VIOLATIONS: If any person or entity shall violate any of the protective covenants or restrictions herein, it shall be lawful for any person or persons owning property in this subdivision to prosecute any proceedings at law or in equity against the persons or person violating any such protective covenants or restrictions to prevent any such violation or attempted violation or recover damages for same. The lot owner found by the Court to violate these restrictions will be obligated to pay the attorney fees of the parties filing the legal action.

XXIV. SEVERABILITY: Invalidation of any one of these protective covenants or restrictions by judgment or Court shall in no way effect any of the other provisions which shall remain in full force and effect.

XXV. MISCELLANEOUS: If there is a conflict between these Protective Covenants and the subdivision plat, the plat will override these covenants.

Executed this 18 day of July 2001

PLANTATION SPRINGS, INC.

by: [Signature]
Gary Gamble, its president

STATE OF ALABAMA
LAUDERDALE COUNTY

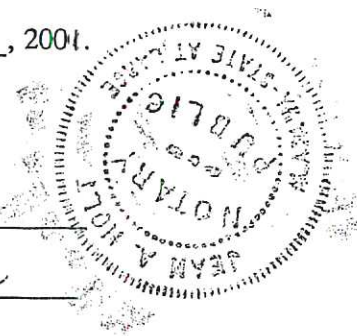
I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that Gary Gamble, whose name as President of Plantation Springs, Inc., is signed to the foregoing Declaration of Covenants, Conditions, and Restrictions and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, he, in his capacity as President, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 18 day of July, 2001.

Jean A. Holt

Notary Public

My Commission Expires: 3-8-03



THIS INSTRUMENT PREPARED BY:

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WINBORN & MORTON

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