

RLPY 2005 21215
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Dewey D. Mitchell
Probate Judge
Lauderdale County, AL

Recording Fee 14.00
14.00

ADOPTION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that whereas the plat of **WINBORNE PARK PHASE TWO** was filed for record in the Office of the Judge of Probate of Lauderdale County, Alabama on the 29th day of March, 2005, in Plat Book 7, Page 75, and

Whereas the owners of said subdivision, **WINBORN PARK DEVELOPMENT, LLC**, is desirous of adopting for and imposing upon said **WINBORNE PARK PHASE TWO** the following protective covenants and homeowners association:

"Protective Covenants for **WINBORNE PARK PHASE ONE**, as recorded in Fiche 99-252, Frame 58 and the provisions of the Winborne Park Homeowners Association as set out in the By-Laws of the Winborne Park Homeowners Association as recorded in Fiche 99-252, Frame 52 et seq"

Then, therefore, **WINBORN PARK DEVELOPMENT, LLC** by its member/managers, Dewayne Oakley; Darrell Rumble and James Anthony Brink, Jr., do hereby adopt for and impose upon **WINBORNE PARK PHASE TWO**, 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 87 those certain protective covenants for **WINBORNE PARK PHASE ONE**, as set out in that certain instrument filed for record in the Office of the Judge of Probate of Lauderdale County, Alabama in Fiche 99-252, Frame 58 et seq and the provisions of the Winborne Park Homeowners Association as set out in that certain instrument filed for record in the Office of the Judge of Probate of Lauderdale County, Alabama in Fiche 99-252, Frame 52 et seq on this the 28 day of April, 2005.

WINBORN PARK DEVELOPMENT, LLC

BY: Dewayne Oakley
Dewayne Oakley

ITS: Member/Manager

BY: Darrell Rumble
Darrell Rumble

ITS: Member/Manager

BY: James Anthony Brink, Jr.
James Anthony Brink, Jr.

ITS: Member/Manager

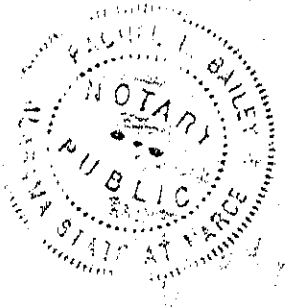
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14.00

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said Stater, hereby certify that Dewayne Oakley, Darrell Rumble and James Anthony Brink, Jr, whose names as members/managers of Winborn Park Development, LLC, is signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they as such members/managers 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 the 28 day of April, 2005.



Howell L. Bailey

Notary Public

My Commission Expires:

12/31/07

This Instrument Prepared By:
Winborn Park Development, LLC
4990 Highway 157
Florence, AL 35633

012208

0099-252 58

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WINBORNE PARK, PHASE ONE
LOTS 1-49

THIS DECLARATION made on the date hereinafter set forth by W.M.C. Construction, Inc., a Corporation, hereinafter referred to as "Declarant", being the owner and mortgagor of the hereinafter described real property, with the exception of Lot 25, Winborne Park, Phase One, and First Southern Bank, "Bank", being the mortgagee of said real property, and Laura Jill Farris, who is the owner of Lot 25, Winborne Park, Phase One, whose husband is Randall K. Farris, who join in this Declaration for the purpose of subjecting Lot 25, Winborne Park, Phase One, to the covenants, conditions and restrictions set out in this Declaration.

W-I-T-N-E-S-S-E-T-H:

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

All lands embraced in the map and plat of Winborne Park, Phase One, Lots 1 - 49, as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 6, Page 285, except Lot 25 of said subdivision.

WHEREAS, the said Laura Jill Farris, whose husband is Randall K. Farris, is the owner of Lot 25, according to the map or plat of Winborne Park, Phase One, as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 6, Page 285.

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

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ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Winborne Park, Phase One, Homeowners Association", its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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

Section 4. "Common Area" shall mean that certain real property including improvements thereon owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

That certain property as shown on the plat of Winborne Park, Phase One, as "retention & open space" said plat being recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 6, Page 285.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to W.M.C. Construction, Inc., a Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

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

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

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

Class B. The Class B member(s) shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the following event:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

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

ARTICLE IV

COVENANT FOR CAPITAL, MAINTENANCE AND OPERATION EXPENSES ASSESSMENT AND LIENS THEREFOR

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association; (1) annual assessments (2) special assessments for capital improvements and operating expenses, and (3) any assessment created under Article V, such assessments to be established and collected as herein provided. All of said assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The Association shall have the right to enforce all liens hereunder imposed to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures as in the case of mortgages under applicable law. Each such assessment, together with interest, costs and reasonable attorney's fees incurred in the enforcement,

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

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be THREE HUNDRED THIRTY DOLLARS (\$330.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

(d) Within 20 days of becoming the Owner of a Lot, such Owner shall pay an initial assessment of \$60.00 (in addition to the annual assessment) to be used for same purposes as the annual assessment.

Section 4. Special Assessments for Capital Improvements and Operating Expenses. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, and any operating expenses of the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

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

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of a Lot by Declarant to an Owner. The first annual

assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

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

ARTICLE V

EXTERIOR MAINTENANCE

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

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

ARTICLE VI

ARCHITECTURAL CONTROL AND USE RESTRICTION

No building, fence, wall or others structure or exterior surface or roof of any building or structure shall be commenced, repaired, replaced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design, colors, materials and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Without limiting the foregoing, such plans and specifications must include a

detailed statement of the colors of any paints or materials to be used in exterior surfaces and roofs. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, as evidenced only by its written acknowledgment of receipt thereof, approval will not be required and this Article will be deemed to have been fully complied with. In any event, the Lots shall be used solely for free standing single family residential purposes and not more than one single family residence may be erected, constructed or permitted to remain upon any Lot.

All residences must have a finished living area of at least 1600 square feet. All residences must have an enclosed garage with a garage door.

In two-story residences the ground floor area, exclusive of garages, shall not be less than 1200 square feet, with a total of 1800 square feet of livable floor space. A fully furnished, heated and air-conditioned area of a second floor qualifies as livable floor space.

Such plans may be disapproved because of any of the following:

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

The following use Restrictions shall also apply to said Lots

- (1) No business, trade or commercial activity of any kind or character may be conducted upon any Lot.

(2) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. No pets are to be kept on any Lots except pets kept inside the house.

(3) Owners who live in Winborne Park, Phase One, shall not park boats, motor vehicles, motor driven cycles or recreational vehicles on any street in the subdivision.

(4) No noxious or offensive activity shall be engaged in or carried on upon any Lot, or on said property, nor shall anything be done thereon which may be or become an annoyance, danger or nuisance to the neighborhood.

(5) No sign of any kind shall be displayed in public view on any Lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent.

ARTICLE VII

GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Option of Association to Purchase. In the event

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

IN WITNESS WHEREOF, the undersigned, W.M.C. Construction, Inc., a Corporation, being the Declarant herein, First Southern Bank, being mortgagee, and Laura Jill Farris, who is the owner of Lot 25, Winborne Park, Phase One, whose husband is Randall K. Farris, have hereunto set their hands and seals this the 20TH day of APRIL, 1999.

W.M.C. Construction, Inc.
A Corporation

BY: [Signature]
Its President

ATTEST:

FIRST SOUTHERN BANK
A Banking Corporation

BY: [Signature]
THOMAS N. WARD
EVP/COO

ATTEST:

[Signature]
ASST. CORP. SECRETARY

[Signature]
Laura Jill Farris

[Signature]
Randall K. Farris

STATE OF ALABAMA *
*
LAUDERDALE COUNTY *

I, the undersigned authority, a Notary Public, in and for said State and County aforesaid, hereby certify that William M. Coussons, whose name as President of W.M.C. Construction, Inc., a Corporation, is signed to the foregoing Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 20th day of April, 1999. 0099-252 69

Kenneth S. Chitt
Notary Public

MY COMMISSION EXPIRES 2-3-2002

STATE OF ALABAMA *
*
LAUDERDALE COUNTY *

I, the undersigned authority, a Notary Public, in and for said State and County aforesaid, hereby certify that THOMAS N. WARD whose name as EVP/COO of First Southern Bank, a banking corporation, is signed to the foregoing Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 20TH day of APRIL, 1999.

Lyn Landchem
Notary Public

STATE OF ALABAMA *
*
LAUDERDALE COUNTY *

I, the undersigned authority, a Notary Public in and for said County and State aforesaid, hereby certify that Laura Jill Farris and her husband, Randall K. Farris, whose names are signed to the foregoing Declaration, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I heremto set my hand and official seal on this the 20 day of April, 1999.

Kenneth S. Chitt
Notary Public
MY COMMISSION EXPIRES 2-3-2002

STATE OF ALABAMA
LAUDERDALE COUNTY
APR 30 2 13 PM '99

State of Alabama

0099-252 52

Lauderdale County

012207

CERTIFICATE OF INCORPORATION
OF

WINBORNE PARK, PHASE ONE, HOMEOWNERS ASSOCIATION

The undersigned, as Judge of Probate of Lauderdale County, State of Alabama, hereby certifies the duplicate originals of Articles of Incorporation for the incorporation of _____
WINBORNE PARK, PHASE ONE, HOMEOWNERS ASSOCIATION, duly signed pursuant to the provisions of the Alabama Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Judge of Probate, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation of _____
WINBORNE PARK, PHASE ONE, HOMEOWNERS ASSOCIATION, and attaches hereto a duplicate original of the Articles of incorporation.

GIVEN Under My Hand and Official Seal on this the 30TH day of
APRIL, 19 99.



Lawrence L. Mitchell
Judge of Probate

ARTICLES OF INCORPORATION

0099-252 53

OF

WINBORNE PARK, PHASE ONE, HOMEOWNERS ASSOCIATION

In compliance with the requirements of Code of Alabama, 1975, Sections 10-3A-1 through 10-3A-225, the undersigned, all of whom are residents of Florence, Lauderdale County, Alabama, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is Winborne Park, Phase One, Homeowners Association, hereinafter sometimes called the "Association".

ARTICLE II

The initial registered office of the corporation is located at 614 South Court Street, Florence, Alabama.

ARTICLE III

William M. Coussons, whose address is 614 South Court Street, Florence, is hereby appointed the initial registered agent of this corporation.

ARTICLE IV

William M. Coussons, Jo Lynn Coussons and Melanie H. Baker, whose addresses are 614 South Court Street, Florence, Alabama, are the incorporators of this corporation.

ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Residential Lots and Common Area within the jurisdiction of this Association and in furtherance of this purpose to:

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

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

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

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

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any merger or consolidation shall have the assent of two-thirds (2/3) of each class of members;

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

ARTICLE VI

MEMBERSHIP

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

ARTICLE VII

VOTING RIGHTS

The Association shall have two classes of voting membership:

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

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the following event.

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

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

ARTICLE VIII

BOARD OF DIRECTORS

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

William M. Coussons
614 South Court Street
Florence, AL 35630

Jo Lynn Coussons
614 South Court Street
Florence, AL 35630

Melanie H. Baker
614 South Court Street
Florence, AL 35630

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

ARTICLE IX

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to

be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five (75%) percent of the entire membership of the Association.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Alabama, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 22nd day of April, 1999.

William M. Coussons
William M. Coussons

Jo Lynn Coussons
Jo Lynn Coussons

Melanie H. Baker
Melanie H. Baker

STATE OF ALABAMA *
*
LAUDERDALE COUNTY *

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that William M. Coussons, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 22nd day of April, 1999.

K. R. S. Clack
Notary Public

My Commission Expires:
2/3/2002

STATE OF ALABAMA *
LAUDERDALE COUNTY *

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I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Jo Lynn Coussons, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 22nd day of April, 1999.

Karen J. Clutz
Notary Public

My Commission Expires:

2/3/2002

STATE OF ALABAMA *
LAUDERDALE COUNTY *

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Melanie H. Baker, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 22nd day of April, 1999.

Karen J. Clutz
Notary Public

My Commission Expires:

2/3/2002

STATE OF ALABAMA
LAUDERDALE COUNTY
APR 30 2 13 PM '99