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STATE OF ALABAMA)
COUNTY OF LAUDERDALE)

014273

FIRST

AMENDED AND RESTATED

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That,

WHEREAS, SKYPARK Development, L.L.C., operating as a Limited Liability Company organized under the laws of Alabama (herein "Developer") has heretofore acquired the fee, title and interest in the land described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof, said land being situated in Lauderdale County, Alabama (herein the "Property"); and,

WHEREAS, Developer intends to develop the Property for residential purposes; and,

WHEREAS, the Property is hereafter made subject to certain protective covenants (herein "Restrictions").

NOW, THEREFORE, Developer does hereby proclaim, publish and declare that the portion of the Property which is subject to these Restrictions shall be held, conveyed, hypothecated or encumbered, rented, used, occupied, and improved subject to this Declaration, which shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest in any of the Property which is subject to this Declaration. THE RESTRICTIONS CONTAINED HEREIN SHALL NOT APPLY TO OR AFFECT ANY PROPERTY WHICH IS NOT SUBJECTED SPECIFICALLY BY WRITTEN INSTRUMENT

Comments on Alabama Land Services

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Judge of Probate, Lauderdale County

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TO THIS DECLARATION. DEVELOPER RESERVES THE RIGHT, AT THE ELECTION OF DEVELOPER, TO REMOVE FROM THE EFFECT OF THE DECLARATION ANY PORTION OF THE PROPERTY WHICH HAS BEEN SUBMITTED TO THIS DECLARATION AND WHICH DEVELOPER CONTINUES TO OWN.

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 Development, 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.

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Deed of Restriction, Lauderdale County, Alabama

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 trees 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;

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(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

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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

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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

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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

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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

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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

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Multiple of residents, organizations, etc.

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

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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

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Architectural Control Committee
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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

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copies of minutes, architectural committee

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

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Placed in records, Architectural Control Committee

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

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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

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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

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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.

IN WITNESS WHEREOF, this Agreement has been executed this 3rd day of June, 1999.

SKYPARK Development, L.L.C.

BY: Gregory P. Allen
Gregory P. Allen, Manager

BY: Kelly W. Allen
Kelly W. Allen, Manager

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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 whose name as manager of SKYPARK Development, L.L.C., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as manager 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 3rd day of June, 1999.

[NOTARY SEAL]

Amber Kay Smith
Notary Public
My Commission Expires: 3-19-2002

STATE OF ALABAMA)
)
COUNTY OF LAUDERDALE)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Kelly W. Allen whose name as manager of SKYPARK Development, L.L.C., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as manager 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 26th day of May, 1999.

[NOTARY SEAL]

Amber Kay Smith
Notary Public
My Commission Expires: 3-19-2002

EXHIBIT A

A parcel of land located in the North ½ of Section 35, Township 2 South, Range 10 West, Lauderdale County, Alabama, more particularly described as follows: Beginning at the Northeast corner of Lot 5, Pierrefont Estates as the plat of same is recorded in the office of the Judge of Probate of Lauderdale County, Alabama, Plat Book 3, Page 78; thence run along the east boundary of said Pierrefont Estates South 00 degrees 02 minutes 42 seconds West 434.35 feet to a point; thence, leaving the east boundary of said Pierrefont Estates run South 89 degrees 57 minutes 18 seconds East 76.13 feet to a point; thence South 55 degrees 11 minutes 36 seconds East 191.61 feet to a point; thence South 35 degrees 57 minutes 36 seconds East 108.73 feet to a point; thence South 53 degrees 49 minutes 21 seconds East 140.58 feet to a point; thence South 76 degrees 00 minutes 07 seconds East 152.44 feet to a point; then South 80 degrees 52 minutes 54 seconds East 149.42 feet to a point; thence North 08 degrees 57 minutes 30 seconds East 120.00 feet to a point; thence North 06 degrees 35 minutes 44 seconds East 50.04 feet to a point; thence North 08 degrees 57 minutes 30 seconds East 79.61 feet to a point; thence North 36 degrees 17 minutes 22 seconds West 794.43 feet to a point; thence South 37 degrees 09 minutes 49 seconds West 106.44 feet to a point; thence North 52 degrees 50 minutes 26 seconds West 101.59 feet to a point; thence North 27 degrees 27 minutes 58 seconds West 148.34 feet to a point; thence North 57 degrees 54 minutes 50 seconds West 175.65 feet to a point; thence run along a curve to the right, having a radius of 50.00 feet, in a northeasterly direction for an arc distance of 35.47 feet to a point (Chord Bearing North 33 degrees 40 minutes 45 seconds E; Chord Distance 34.73 feet); thence North 54 degrees 00 minutes 00 seconds East 41.59 feet to a point; thence North 36 degrees 00 minutes 00 seconds West 50.00 feet to a point; thence run North 30 degrees 42 minutes 36 seconds West 210.42 feet to a point; thence South 81 degrees 19 minutes 40 seconds West 61.98 feet to a point; thence North 88 degrees 55 minutes 09 seconds West 136.58 feet to a point; thence South 2 degrees 00 minutes 30 seconds West 186.81 feet to a point; thence North 82 degrees 05 minutes 00 seconds West for a distance of 84.29 feet to a point; thence North 16 degrees 09 minutes 33 seconds West 211.98 feet to a point; thence North 61 degrees 57 minutes 41 seconds West 196.54 feet to a point; thence South 00 degrees 31 minutes 00 seconds East 479.28 feet to a point; thence South 85 degrees 55 minutes 38 seconds East 569.81 feet to a point; thence South 10 degrees 09 minutes 00 seconds East 29.12 feet to a point; thence run along a curve to the left having a radius of 373.50 feet and a chord bearing of south 32 degrees 16 minutes 30 seconds East for an arc distance of 288.46 feet to a point; thence South 54 degrees 24 minutes 00 seconds East 72.38 feet to the point of beginning; containing 16.06 acres, more or less.

0099-331 37

EXHIBIT B

Commencing at the N.E. corner of Lot 9, Winfield's Skyark Subdivision as recorded in Plat Book 6, Page 260, in the Office of the Judge of Probate of Lauderdale County, Alabama, thence run N. 73° 59' 18" E. for 522.16' to the POINT OF BEGINNING; thence run N. 26° 46' 07" W. for 50.00' to a point on the northerly right-of-way of Skypark road; thence run along said northerly right-of-way N. 63° 13' 53" E. for 65.87' to the point of curvature of a curve to the left having a radius of 75.00' and a chord distance of 43.40' and a chord bearing of N. 46° 24' 51" E.; thence, continuing along said northerly right-of-way, run along said curve to the left an arc distance of 44.03' to the point of tangency; thence continue along said northerly right-of-way N. 29° 35' 48" E. for a distance of 176.93' to the point of curvature of a curve to the left having a radius of 625.00' and a chord distance of 86.21' and a chord bearing of N. 25° 38' 31" E.; thence, continuing along said northerly right-of-way, run along said curve to the left an arc distance of 86.28' to the point of tangency; thence continue along said northerly right-of-way N. 21° 41' 13" E. for 121.64' to a point; thence leaving said northerly right-of-way, run S. 68° 18' 47" E. for 50.00' to a point on the southerly right-of-way of Skypark Road; thence leaving said southerly right-of-way run S. 83° 04' 34" E. for 124.53' to a point on the 509.34 contour (formerly 505 contour) of Wilson Lake; thence run along said 509.34 contour S. 20° 29' 07" W. for 146.83' to a point; thence continue along said 509.34 contour S. 17° 03' 30" E. for 108.60' to a point; thence continue along said 509.34 contour S. 25° 32' 08" E. for 128.79' to a point; thence continue along said 509.34 contour S. 15° 18' 35" E. for 128.97' to a point; thence continue along said 509.34 contour S. 2° 04' 02" W. for 128.05' to a point; thence continue along said 509.34 contour S. 15° 39' 28" W. for 149.98' to a point; thence leaving said 509.34 contour, run N. 67° 30' 00" W. for 258.00' to a point; thence run N. 44° 59' 16" W. for 162.13' to a point, thence run N. 32° 17' 57" W. for 148.62' to THE POINT OF BEGINNING, containing 5.16 acres, more or less.

Dwight D. ...
 JUDGE OF PROBATE

JUN 8 11 24 AM '99
 STATE OF ALABAMA
 LAUDERDALE COUNTY
 CLERK OF PROBATE

¹ Dell says Clements Allen exhibit B wpd

50934111
 P
 a copy of the original of the instrument is on file in the office of the Clerk of Probate

004097

DECLARATION
OF
COVENANTS AND RESTRICTIONS 0099-741 01
OF
SKYPARK HOMEOWNERS' ASSOCIATION

This declaration, made this 21st day of December, 1999, by SkyPark Development, L.L.C., hereinafter called "Developer":

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to provide for the maintenance of the common properties; and to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens, set forth in this document, each and all of which is, and are, for the benefit of the property and of each owner; and

WHEREAS, Developer has deemed it desirable to create an agency to which should be assigned the powers of maintaining and administering the common properties and administering and enforcing the covenants and restrictions and collecting and dispersing the assessments and charges created; and

WHEREAS, Developer has formed a non-profit unincorporated association under the laws of the State of Alabama known as SkyPark Homeowners' Association, for the purpose of exercising the above functions.

THEREFORE, the Developer declares that the real property described in Article II is, and shall be held, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes herein referred to as "covenants and restrictions") set forth below.

Article I
Definitions

Section 1. The following words when used in this declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

- (a) The term "association" shall mean the Skypark Homeowners' Association, its successors and assigns.
- (b) The term "properties" shall mean and refer to all the properties that are subject to this or any supplemental declaration under the provisions of Article II. 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 owned by Skypark Development, L.L.C. or its successors or assigns which contains a sewage disposal system and all related component parts, including but not limited to, the sewer lines, pumps, septic tanks, effluent disposal field and duplication area, etc. (herein "sewage disposal system") for the common use of the properties and more particularly described in Exhibit A and all sewer lines and other related component parts that run under the streets and right of ways from the common properties up to the property line of the properties owned by an owner or another third party.
- (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.

26.00

0099-741 02

(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.

Article II
Property Subject to This Declaration

Section 1. The real property which is, and shall be, held, conveyed and occupied subject to this declaration is located in the County of Lauderdale, State of Alabama, and is more particularly described on attached Exhibit B, all of which real property shall be referred to in this document as "the properties." Notwithstanding any provision of this declaration, the Developer retains the right to amend Exhibit B to annex additional residential properties and developments to the properties in its sole discretion and so add to its membership in its sole discretion.

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. No owner shall have more than one membership. 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 two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A 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.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to three votes for each lot or portion thereof in which it holds the interest required for membership by Section 1, Article III, provided that the Class B membership shall cease on the date on which Developer no longer owns an interest in the properties or any lot or portion thereof.

Article IV
Property Rights in the Common Properties

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.

0099-741 03

Section 2. Title to Common Properties. The Developer (not the Class A members) shall retain title to the common properties. This shall not limit Developer's ability to later sell, transfer or convey the common properties, subject to the provisions of this declaration.

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 inspect, to make repairs, to maintain and/or to make capital improvements or to conduct any other act consistent with these covenants.

Article V Covenants for Monthly and Maintenance Assessments

Section 1. Creation of the lien and personal obligation of assessments. Each owner of a lot or any portion thereof, except the Developer, 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. Except as provided in Section 8, Developer shall have no liability for monthly assessments or special assessments for the common properties.

Section 2. Purpose of assessment. The assessments levied by the association shall be used exclusively for the purpose of paying the electricity and utility bills for the sewage disposal system located on the common properties and for the improvement, repair and maintenance, including but not limited to inspection, pumping, replacement of filters and pumps, related to the sewage disposal system. Members, by and through the homeowner's association, shall be responsible for the sewage disposal system and all related component parts, including but not limited to, the sewer lines, pumps, septic tanks, effluent disposal field and duplication area, etc. located on the members' lots or any portions thereof.

Section 3. Basis of monthly assessments. Each lot or any portion thereof shall, as of the date under Section 6 be subject to a monthly assessment arrived at as follows: The assessment per lot or any portion thereof shall be arrived at by multiplying the monthly electricity and utility bill for the sewage disposal system on the common properties by a fraction, the numerator of which is the total number of bedrooms contained in the dwelling built upon the lot or portion thereof owned by the member being assessed and the denominator of which is the total number of bedrooms contained in all dwellings built upon all the lots or portions thereof owned by all the members being assessed. For example, if the electricity and utility bill for the month equals \$50 and there is a total of 15 bedrooms in all of the dwellings built upon the lots or portions thereof, then a member who owned a dwelling with 3 bedrooms would be assessed \$10 [(3/15) x \$50]. The members of the association may change the manner of calculating the assessment fixed by Section 3 provided that any change 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 called for this purpose, written notice of which shall be sent to all members at least ten (10) days in advance and shall set forth the purpose of the meeting.

Section 4. Repairs and maintenance. In addition to the monthly assessment, each lot or portion thereof

0099-741 04

shall, as of the dates set forth under Section 6, be subject to special assessments for repairs and maintenance, 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 sewage disposal system (as opposed to the electricity and 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, as of the dates set under Section 6, be subject to special assessments for capital improvements for the sewage disposal system 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 the sewage disposal system upon the common properties, provided that the assessment shall have the assent of two-thirds ($\frac{2}{3}$) of the votes of each class of 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 sewage disposal system (as opposed to the electricity and utility bill) shall be multiplied by the fraction as calculated in Section 3 above. The sewage disposal system and the members are subject to all provisions of applicable regulations of the State Board of Health of the state of Alabama. No action of repair or modification (excluding routine repair and maintenance) to the sewage disposal system may be taken without the written approval of the proper official with the Lauderdale County Health Department.

Section 6. Date of commencement of monthly assessments: Due Date. Except as set forth at Section 9, the monthly assessment 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 by Developer and upon electricity and utilities being connected to the dwelling constructed or under construction on the lot or any portion thereof. The total amount of the monthly assessment shall equal the total due on each monthly electricity and utility bill for the common properties. 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.

0099-741 05

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 Development, L.L.C. will contribute three hundred dollars (\$300.00) into the association's funds, not to exceed a total of one thousand eight hundred dollars (\$1,800.00). These funds shall be used first to satisfy monthly assessments and special assessments. After the initial assessment funds have been exhausted or are nearing depletion, then the assessments shall be as provided for herein. The board of directors shall determine as to when the initial assessment fund has been exhausted or is nearing depletion.

Section 10. Duration. The covenants and restrictions of this declaration shall run in perpetuity with and bind the land and shall inure to the benefit of, and be enforceable by, the association, or the owner of any land subject to this declaration, their respective successors and assigns. The association shall not dissolve without the unanimous written consent of each member of the association and the proper official with the Lauderdale County Health Department.

Section 11. Notices. Any notice required to be sent to any member or owner under the provisions of this declaration shall be deemed to have been properly sent when mailed postpaid, to the last known address of the person who appears as member or owner on the records of the association at the time of such mailing.

Section 12. Enforcement. Enforcement of these covenants and restrictions shall be by proceeding at law, or in equity, against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the association or any owner to enforce any covenant or restriction therein contained, shall in no event be deemed a waiver of the right to do so later.

Section 13. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Dated this 21 day of December, 1999.

SKYPARK DEVELOPMENT, L.L.C.

By: Gregory P. Allen
GREGORY P. ALLEN, Manager

By: Kelly W. Allen
KELLY W. ALLEN, Manager

Exhibit A

0099-741 06

Legal Description

20' Wide Low Pressure Sewer Main Easement From Skypark Point To Septic Tanks

A 20 feet wide easement being 10 feet either side of the following described centerline:

Commencing at the northeast corner of Lot 9, Winfield's Skypark, as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 6 on Page 260; thence run N.73°59'18"E. for 522.16 feet to the westernmost corner of Lot 1, Skypark Point Subdivision; thence N.31°49'46"E. for 104.40 feet to the POINT OF BEGINNING; thence N.44°59'11"W. for 14.95 feet to a point; thence N.68°05'36"W. for 163.93 feet to a point; thence N.36°58'08"W. for 87.00 feet to the POINT OF TERMINUS.

Legal Description

Septic Tanks Area

Commencing at the northeast corner of Lot 9, Winfield's Skypark, as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 6 on Page 260; thence run N.73°59'18"E. for 522.16 feet to the westernmost corner of Lot 1, Skypark Point Subdivision; thence N.31°49'46"E. for 104.40 feet to a point; thence N.44°59'11"W. for 14.95 feet to a point; thence N.68°05'36"W. for 163.93 feet to a point; thence N.36°58'08"W. for 87.00 feet to the POINT OF BEGINNING; thence N.32°48'31"E. for 88.81 feet to a point; thence N.57°11'29"W. for 50 feet to a point; thence S.32°48'31"W. for 94.51 feet to a point; thence S.57°11'29"E. for 50 feet to a point; thence N.32°48'31"E. for 5.7 feet to the POINT OF BEGINNING.

Legal Description

Low Pressure Main From Septic Tanks To Disposal Area

A 20 feet wide easement being 10 feet either side of the following described centerline

Commencing at the northeast corner of Lot 9, Winfield's Skypark, as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 6 on Page 260; thence run N.73°59'18"E. for 522.16 feet to the westernmost corner of Lot 1, Skypark Point Subdivision; thence N.31°49'46"E. for 104.40 feet to a point; thence N.44°59'11"W. for 14.95 feet to a point; thence N.68°05'36"W. for 163.93 feet to a point; thence N.36°58'08"W. for 87.00 feet to a point; thence N.32°48'31"E. for 88.81 feet to a point; thence N.57°11'29"W. for 50 feet to a point; thence S.32°48'31"W. for 32.95 feet to the POINT OF BEGINNING; thence S.80°42'53"W. for 39.73 feet to a point; thence N.57°11'29"W. for 110.23 feet to a point; thence N.40°41'11"W. for 49.64 feet to a point; thence N. 24°10'52"W. for 111.64 feet to a point; thence N13°01'34"W. for 167.14 feet to a point; thence N.32°56'32"W. for 74.52 feet to a point; thence N.70°00'W. for 74.25 feet to a point; thence N.33°48'02"W. for 31.33 feet to the POINT OF TERMINUS.

0099-741 07

Legal Description
Onsite Sewage Disposal (Field Line) Area

Commencing at the northeast corner of Lot 9, Winfield's Skypark, as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 6 on Page 260; thence run N.73°59'18"E. for 522.16 feet to the westernmost corner of Lot 1, Skypark Point Subdivision; thence N.31°49'46"E. for 104.40 feet to a point; thence N.44°59'11"W. for 14.95 feet to a point; thence N.68°05'36"W. for 163.93 feet to a point; thence N.36°58'08"W. for 87.00 feet to a point ; thence N.32°48'31"E. for 88.81 feet to a point; thence N.57°11'29"W. for 50 feet to a point; thence S.32°48'31"W. for 32.95 feet a point; thence S.80°42'53"W. for 39.73 feet to a point; thence N.57°11'29"W. for 110.23' feet to a point; thence N.40°41'11"W. for 49.64 feet to a point; thence N. 24°10'52"W. for 111.64' to a point; thence N15°01'34"W. for 167.14 feet to a point; thence N.32°56'32"W. for 74.52 feet to a point; thence N.70°00"W. for 74.25 feet to a point; thence N.33°48'02"W. for 31.33' to the POINT OF BEGINNING; thence N.55°11'58"E. for 10 feet to a point; thence N.33°48'02"W. for 275.00 feet to a point; thence S.56°11'58"W. for 136.00 feet to a point; thence S.33°48'02" for 275.00 feet to a point; thence N. 56°11'58"E. for 126.00 feet to the POINT OF BEGINNING.

PAXTON, PRICE & RIDER ENGINEERING, INC.
CIVIL ENGINEERS AND LAND SURVEYORS

• 228 WEST TENNESSEE STREET • FLORENCE, ALABAMA 35630 •

• P.O. BOX 620 • FLORENCE, ALABAMA 35631 •

PHONE (256) 766-8974 • FAX 766-8251

0099-741 08

Exhibit B

Description - Skypark Point

Commencing at the N.E. corner of Lot 9, Winfield's Skypark Subdivision as recorded in Plat Book 6, Page 260, in the Office of the Judge of Probate of Lauderdale County, Alabama, thence run N. 73° 59' 18" E. for 522.16' to the POINT OF BEGINNING; thence run N. 26° 46' 07" W. for 50.00' to a point on the northerly right-of-way of Skypark road; thence run along said northerly right-of-way N. 63° 13' 53" E. for 65.87' to the point of curvature of a curve to the left having a radius of 75.00' and a chord distance of 43.40' and a chord bearing of N. 46° 24' 51" E.; thence, continuing along said northerly right-of-way, run along said curve to the left an arc distance of 44.03' to the point of tangency; thence continue along said northerly right-of-way N. 29° 35' 48" E. for a distance of 176.93' to the point of curvature of a curve to the left having a radius of 625.00' and a chord distance of 86.21' and a chord bearing of N. 25° 38' 31" E.; thence, continuing along said northerly right-of-way, run along said curve to the left an arc distance of 86.28' to the point of tangency; thence continue along said northerly right-of-way N. 21° 41' 13" E. for 121.64' to a point; thence leaving said northerly right-of-way, run S. 68° 18' 47" E. for 50.00' to a point on the southerly right-of-way of Skypark Road; thence leaving said southerly right-of-way run S. 83° 04' 34" E. for 124.53' to a point on the 509.34 contour (formerly 505 contour) of Wilson Lake; thence run along said 509.34 contour S. 20° 29' 07" W. for 146.83' to a point; thence continue along said 509.34 contour S. 17° 03' 30" E. for 108.60' to a point; thence continue along said 509.34 contour S. 25° 32' 08" E. for 128.79' to a point; thence continue along said 509.34 contour S. 15° 18' 35" E. for 128.97' to a point; thence continue along said 509.34 contour S. 2° 04' 02" W. for 128.05' to a point; ; thence continue along said 509.34 contour S. 15° 39' 28" W. for 149.98' to a point; thence leaving said 509.34 contour, run N. 67° 30' 00" W. for 258.00' to a point; thence run N. 44° 59' 15" W. for 162.13' to a point, thence run N. 32° 17' 57" W. for 148.62' to THE POINT OF BEGINNING, containing 5.16 acres, more or less.

Daniel C. [unclear]
JUDGE OF PROBATE

Dec 21 12 14 PM '99

STATE OF ALABAMA
LAUDERDALE COUNTY
JUDGE OF PROBATE

0099-741-08

2000-024 18

STATE OF ALABAMA
LAUDERDALE COUNTY

}
005200

SEWAGE DISPOSAL SYSTEM RIGHT OF
USE AGREEMENT

THIS AGREEMENT made this 14th day of January, 2000, between SKYPARK DEVELOPMENT, L.L.C. hereinafter referred to as "Grantor," FELIX MORRIS and LISA ROBBINS MORRIS hereinafter referred to as "Grantees" and SKYPARK HOMEOWNERS' ASSOCIATION hereinafter referred to as "Association";

WHEREAS, simultaneously with the execution of this document, Grantees are purchasing the property described on Exhibit A from Grantor;

WHEREAS, one or both of Grantees currently own the property described on Exhibit B;

WHEREAS, the property described on Exhibit A is currently subject to the Declarations of Covenants and Restrictions of Skypark Homeowners' Association recorded on December 21, 1999 under Frame 0099-741, Fiche 1 of the Probate Records of Lauderdale County, Alabama, this agreement being attached hereto as Exhibit C and is sometimes referred to herein as "Declaration";

WHEREAS, Grantees desire to use the Sewage Disposal System as that term is defined in the Declaration attached hereto as Exhibit C once same has become available for use and is approved by all proper authorities or agencies;

WHEREAS, in exchange for allowing Grantees to use the Sewage Disposal System, Grantees agree to become a member of the Association and to subject the property described on Exhibit A and Exhibit B to the Declaration;

NOW, THEREFORE, the parties agree as follows:

1. Grantor and Association hereby grant to Grantees, their heirs, successors and assigns, the use of the Sewage Disposal System, once available and approved, and all other rights to which they are entitled as a member of the Association or to which they are entitled under the Declaration.
2. By signing this agreement, Grantees agree as follows:
 - A. To become a member of the Association and to be bound by all of the terms and provisions of the Declaration including, but not limited to, the obligation to pay to

AC
4/00

FILED _____
DEED _____
REC. 4/1/00

2000-024 19

- the Association monthly assessments and charges, special assessments and charges and assessments for repairs and maintenance.
- B. To subject the property described on Exhibits A and B to the Declaration.
 - C. To execute any and all documents necessary to carry out the terms and provisions of this agreement or under the Declaration.
 - D. To build any sewage facilities on the properties described on Exhibits A and/or B to the specifications required by the State of Alabama Department of Public Health, such specifications being more particularly described in Exhibit D, or required by any other governmental agency.
3. Grantor agrees to amend and restate the Declaration to reflect that the property described on Exhibits A and B hereto are subject to said Declaration.
4. Grantor and Association agree to admit Grantees as Class A Members to the Association.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the ____ day of January,

2000.

SKYPARK DEVELOPMENT, L.L.C.

By: *Gregory P. Allen*
GREGORY P. ALLEN, Manager

By: *Kelly W. Allen*
KELLY W. ALLEN, Manager

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that GREGORY P. ALLEN and KELLY W. ALLEN, whose names are 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 have executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 14th day of January, 2000.

Carol Kay Smith
Notary Public
My Commission Expires: 3-19-2002

2000-024 20

SKYPARK HOMEOWNERS ASSOCIATION

By: *Gregory P. Allen*
GREGORY P. ALLEN, Director

By: *Kelly W. Allen*
KELLY W. ALLEN, Director

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that GREGORY P. ALLEN and KELLY W. ALLEN, whose names are 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 have executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 14th day of January, 2000.

Orlando Kay Smith
Notary Public
My Commission Expires: 3-19-2002

Lisa Robbins Morris
LISA ROBBINS MORRIS
Felix Morris
FELIX MORRIS

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that LISA ROBBINS MORRIS and FELIX MORRIS, whose names are 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 have executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 14th day of January, 2000.

Orlando Kay Smith
Notary Public
My Commission Expires: 3-19-2002

This Instrument Prepared By:

Ashley D. Watkins
Attorney At Law
The Irons Law Firm
215 West Alabama Street
Florence, Alabama 35630

EXHIBIT A
PAXTON, PRICE & RIDER ENGINEERING, INC.
CIVIL ENGINEERS AND LAND SURVEYORS

228 WEST TENNESSEE STREET • FLORENCE, ALABAMA 35630
PHONE (256) 766-8974 • FAX (256) 766-8251

2000-024 21

December 23, 1999

Legal Description

State of Alabama:
County of Lauderdale:

A tract or parcel of land lying in Section 35, Township 2 South, Range 10 West; being more particularly described as follows:

Beginning at the Southwest corner of Lot 37, Skypark Terrace, as shown on the recorded plat of same in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 3 on Page 64; thence run S. 25°31'58"W. for 25.19 feet to a point; thence run S. 83°04'34"E. for 123.23 feet to a point; on the shoreline of Wilson Lake; thence run N. 28°15'16"E for 25.63 feet along said shoreline to the Southeast corner of aforesaid Lot 37, Skypark Terrace; thence run along the south line of said Lot 37 N. 83°04'34"W. for 123.62 feet to the point of beginning; containing 2557 square feet, more or less.

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EXHIBIT B

Lot 37, SKYPARK TERRACE, according to the plat thereof recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 3, Page 64.

EXHIBIT C

2000-024 23

DECLARATION
OF
COVENANTS AND RESTRICTIONS
OF
SKYPARK HOMEOWNERS' ASSOCIATION

0099-741 01

This declaration, made this 21st day of December, 1999, by SkyPark Development, L.L.C., hereinafter called "Developer":

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to provide for the maintenance of the common properties; and to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens, set forth in this document, each and all of which is, and are, for the benefit of the property and of each owner; and

WHEREAS, Developer has deemed it desirable to create an agency to which should be assigned the powers of maintaining and administering the common properties and administering and enforcing the covenants and restrictions and collecting and dispersing the assessments and charges created; and

WHEREAS, Developer has formed a non-profit unincorporated association under the laws of the State of Alabama known as SkyPark Homeowners' Association, for the purpose of exercising the above functions.

THEREFORE, the Developer declares that the real property described in Article II is, and shall be held, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes herein referred to as "covenants and restrictions") set forth below.

Article I
Definitions

Section 1. The following words when used in this declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

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

(b) The term "properties" shall mean and refer to all the properties that are subject to this or any supplemental declaration under the provisions of Article II. 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 owned by Skypark Development, L.L.C. or its successors or assigns which contains a sewage disposal system and all related component parts, including but not limited to, the sewer lines, pumps, septic tanks, effluent disposal field and duplication area, etc. (herein "sewage disposal system") for the common use of the properties and more particularly described in Exhibit A and all sewer lines and other related component parts that run under the streets and right of ways from the common properties up to the property line of the properties owned by an owner or another third party.

(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.

26.00

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0099-741 02

(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.

Article II Property Subject to This Declaration

Section 1. The real property which is, and shall be, held, conveyed and occupied subject to this declaration is located in the County of Lauderdale, State of Alabama, and is more particularly described on attached Exhibit B, all of which real property shall be referred to in this document as "the properties." Notwithstanding any provision of this declaration, the Developer retains the right to amend Exhibit B to annex additional residential properties and developments to the properties in its sole discretion and so add to its membership in its sole discretion.

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. No owner shall have more than one membership. 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 two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A 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.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to three votes for each lot or portion thereof in which it holds the interest required for membership by Section 1, Article III, provided that the Class B membership shall cease on the date on which Developer no longer owns an interest in the properties or any lot or portion thereof.

Article IV Property Rights in the Common Properties

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.

2000-024 25 0099-741 03

Section 2. Title to Common Properties. The Developer (not the Class A members) shall retain title to the common properties. This shall not limit Developer's ability to later sell, transfer or convey the common properties, subject to the provisions of this declaration.

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 inspect, to make repairs, to maintain and/or to make capital improvements or to conduct any other act consistent with these covenants.

Article V Covenants for Monthly and Maintenance Assessments

Section 1. Creation of the lien and personal obligation of assessments. Each owner of a lot or any portion thereof, except the Developer, 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. Except as provided in Section 8, Developer shall have no liability for monthly assessments or special assessments for the common properties.

Section 2. Purpose of assessment. The assessments levied by the association shall be used exclusively for the purpose of paying the electricity and utility bills for the sewage disposal system located on the common properties and for the improvement, repair and maintenance, including but not limited to inspection, pumping, replacement of filters and pumps, related to the sewage disposal system. Members, by and through the homeowner's association, shall be responsible for the sewage disposal system and all related component parts, including but not limited to, the sewer lines, pumps, septic tanks, effluent disposal field and duplication area, etc. located on the members' lots or any portions thereof.

Section 3. Basis of monthly assessments. Each lot or any portion thereof shall, as of the date under Section 6 be subject to a monthly assessment arrived at as follows: The assessment per lot or any portion thereof shall be arrived at by multiplying the monthly electricity and utility bill for the sewage disposal system on the common properties by a fraction, the numerator of which is the total number of bedrooms contained in the dwelling built upon the lot or portion thereof owned by the member being assessed and the denominator of which is the total number of bedrooms contained in all dwellings built upon all the lots or portions thereof owned by all the members being assessed. For example, if the electricity and utility bill for the month equals \$50 and there is a total of 15 bedrooms in all of the dwellings built upon the lots or portions thereof, then a member who owned a dwelling with 3 bedrooms would be assessed \$10 [(3/15) x \$50]. The members of the association may change the manner of calculating the assessment fixed by Section 3 provided that any change 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 called for this purpose, written notice of which shall be sent to all members at least ten (10) days in advance and shall set forth the purpose of the meeting.

Section 4. Repairs and maintenance. In addition to the monthly assessment, each lot or portion thereof

shall, as of the dates set forth under Section 6, be subject to special assessments for repairs and maintenance, 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 sewage disposal system (as opposed to the electricity and 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, as of the dates set under Section 6, be subject to special assessments for capital improvements for the sewage disposal system 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 the sewage disposal system upon the common properties, provided that the assessment shall have the assent of two-thirds ($\frac{2}{3}$) of the votes of each class of 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 sewage disposal system (as opposed to the electricity and utility bill) shall be multiplied by the fraction as calculated in Section 3 above. The sewage disposal system and the members are subject to all provisions of applicable regulations of the State Board of Health of the state of Alabama. No action of repair or modification (excluding routine repair and maintenance) to the sewage disposal system may be taken without the written approval of the proper official with the Lauderdale County Health Department.

Section 6. Date of commencement of monthly assessments: Due Date. Except as set forth at Section 9, the monthly assessment 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 by Developer and upon electricity and utilities being connected to the dwelling constructed or under construction on the lot or any portion thereof. The total amount of the monthly assessment shall equal the total due on each monthly electricity and utility bill for the common properties. 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.

2000-024 27 0099-741 05

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 Development, L.L.C. will contribute three hundred dollars (\$300.00) into the association's funds, not to exceed a total of one thousand eight hundred dollars (\$1,800.00). These funds shall be used first to satisfy monthly assessments and special assessments. After the initial assessment funds have been exhausted or are nearing depletion, then the assessments shall be as provided for herein. The board of directors shall determine as to when the initial assessment fund has been exhausted or is nearing depletion.

Section 10. Duration. The covenants and restrictions of this declaration shall run in perpetuity with and bind the land and shall inure to the benefit of, and be enforceable by, the association, or the owner of any land subject to this declaration, their respective successors and assigns. The association shall not dissolve without the unanimous written consent of each member of the association and the proper official with the Lauderdale County Health Department.

Section 11. Notices. Any notice required to be sent to any member or owner under the provisions of this declaration shall be deemed to have been properly sent when mailed postpaid, to the last known address of the person who appears as member or owner on the records of the association at the time of such mailing.

Section 12. Enforcement. Enforcement of these covenants and restrictions shall be by proceeding at law, or in equity, against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the association or any owner to enforce any covenant or restriction therein contained, shall in no event be deemed a waiver of the right to do so later.

Section 13. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Dated this 21 day of December, 1999.

SKYPARK DEVELOPMENT, L.L.C.

By: Gregory P. Allen
GREGORY P. ALLEN, Manager

By: Kelly W. Allen
KELLY W. ALLEN, Manager

Exhibit A

0099-741 06

2000-024 28

Legal Description

20' Wide Low Pressure Sewer Main Easement From Skypark Point To Septic Tanks

A 20 feet wide easement being 10 feet either side of the following described centerline:

Commencing at the northeast corner of Lot 9, Winfield's Skypark, as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 6 on Page 260; thence run N.73°59'18"E. for 522.16 feet to the westernmost corner of Lot 1, Skypark Point Subdivision; thence N.31°49'46"E. for 104.40 feet to the POINT OF BEGINNING; thence N.44°59'11"W. for 14.95 feet to a point; thence N.68°05'36"W. for 163.93 feet to a point; thence N.36°58'08"W. for 87.00 feet to the POINT OF TERMINUS.

Legal Description

Septic Tanks Area

Commencing at the northeast corner of Lot 9, Winfield's Skypark, as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 6 on Page 260; thence run N.73°59'18"E. for 522.16 feet to the westernmost corner of Lot 1, Skypark Point Subdivision; thence N.31°49'46"E. for 104.40 feet to a point; thence N.44°59'11"W. for 14.95 feet to a point; thence N.68°05'36"W. for 163.93 feet to a point; thence N.36°58'08"W. for 87.00 feet to the POINT OF BEGINNING; thence N.32°48'31"E. for 88.81 feet to a point; thence N.57°11'29"W. for 50 feet to a point; thence S.32°48'31"W. for 94.51 feet to a point; thence S.57°11'29"E. for 50 feet to a point; thence N.32°48'31"E. for 5.7 feet to the POINT OF BEGINNING.

Legal Description

Low Pressure Main From Septic Tanks To Disposal Area

A 20 feet wide easement being 10 feet either side of the following described centerline

Commencing at the northeast corner of Lot 9, Winfield's Skypark, as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 6 on Page 260; thence run N.73°59'18"E. for 522.16 feet to the westernmost corner of Lot 1, Skypark Point Subdivision; thence N.31°49'46"E. for 104.40 feet to a point; thence N.44°59'11"W. for 14.95 feet to a point; thence N.68°05'36"W. for 163.93 feet to a point; thence N.36°58'08"W. for 87.00 feet to a point; thence N.32°48'31"E. for 88.81 feet to a point; thence N.57°11'29"W. for 50 feet to a point; thence S.32°48'31"W. for 32.95 feet to the POINT OF BEGINNING; thence S.80°42'53"W. for 39.73 feet to a point; thence N.57°11'29"W. for 110.23 feet to a point; thence N.40°41'11"W. for 49.64 feet to a point; thence N. 24°10'52"W. for 111.64 feet to a point; thence N15°01'34"W. for 167.14 feet to a point; thence N.32°56'32"W. for 74.52 feet to a point; thence N.70°00"W. for 74.25 feet to a point; thence N.33°48'02"W. for 31.33 feet to the POINT OF TERMINUS.

Legal Description
Onsite Sewage Disposal (Field Line) Area

0099-7410-0724 29

Commencing at the northeast corner of Lot 9, Winfield's Skypark, as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 6 on Page 260; thence run N.73°59'18"E. for 522.16 feet to the westernmost corner of Lot 1, Skypark Point Subdivision; thence N.31°49'46"E. for 104.40 feet to a point; thence N.44°59'11"W. for 14.95 feet to a point; thence N.68°05'36"W. for 163.93 feet to a point; thence N.36°58'08"W. for 87.00 feet to a point ; thence N.32°48'31"E. for 88.81 feet to a point; thence N.57°11'29"W. for 50 feet to a point; thence S.32°48'31"W. for 32.95 feet a point; thence S.80°42'53"W. for 39.73 feet to a point; thence N.57°11'29"W. for 110.23' feet to a point; thence N.40°41'11"W. for 49.64 feet to a point; thence N.24°10'52"W. for 111.64' to a point; thence N15°01'34"W. for 167.14 feet to a point; thence N.32°56'32"W. for 74.52 feet to a point; thence N.70°00'W. for 74.25 feet to a point; thence N.33°48'02"W. for 31.33' to the POINT OF BEGINNING; thence N.55°11'58"E. for 10 feet to a point; thence N.33°48'02"W. for 275.00 feet to a point; thence S.56°11'58"W. for 136.00 feet to a point; thence S.33°48'02" for 275.00 feet to a point; thence N. 56°11'58"E. for 126.00 feet to the POINT OF BEGINNING.

2000-024^P-30

PAXTON, PRICE & RIDER ENGINEERING, INC.
CIVIL ENGINEERS AND LAND SURVEYORS

• 228 WEST TENNESSEE STREET • FLORENCE, ALABAMA 35630 •

• P.O. BOX 620 • FLORENCE, ALABAMA 35631 •

PHONE (256) 766-8974 • FAX 766-8251

0099-741 08

Exhibit B

Description - Skypark Point

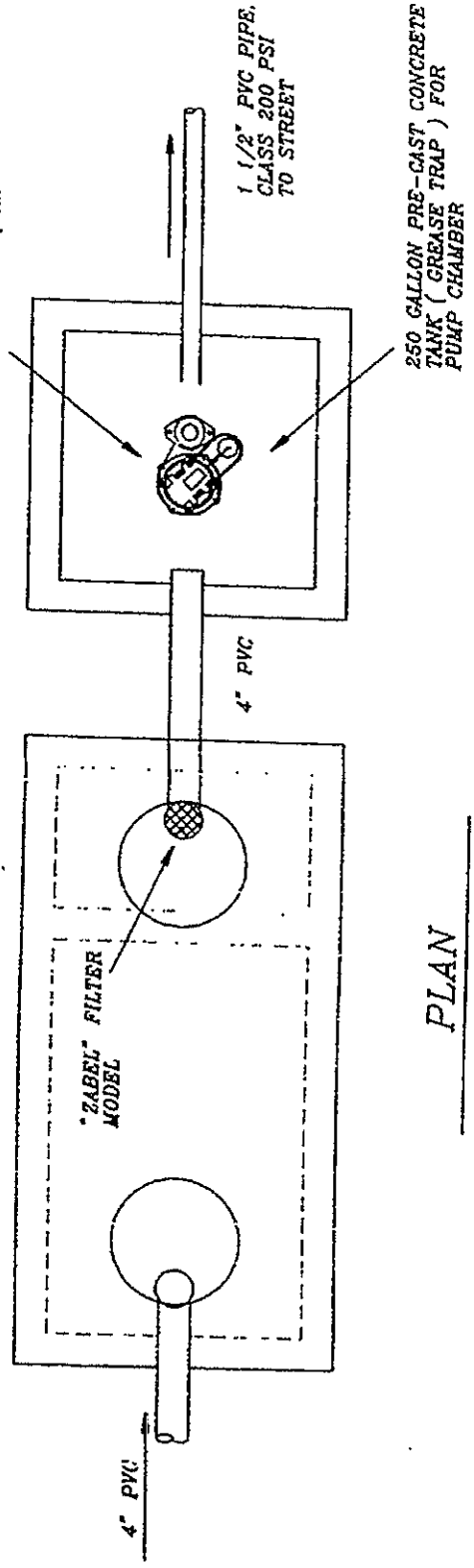
Commencing at the N.E. corner of Lot 9, Winfield's Skypark Subdivision as recorded in Plat Book 6, Page 260, in the Office of the Judge of Probate of Lauderdale County, Alabama, thence run N 73° 59' 18" E. for 522.16' to the POINT OF BEGINNING, thence run N. 26° 46' 07" W. for 50.00' to a point on the northerly right-of-way of Skypark road; thence run along said northerly right-of-way N. 63° 13' 53" E. for 65.87' to the point of curvature of a curve to the left having a radius of 75.00' and a chord distance of 43.40' and a chord bearing of N. 46° 24' 51" E.; thence, continuing along said northerly right-of-way, run along said curve to the left an arc distance of 44.03' to the point of tangency; thence continue along said northerly right-of-way N. 29° 35' 43" E. for a distance of 176.93' to the point of curvature of a curve to the left having a radius of 625.00' and a chord distance of 86.21' and a chord bearing of N. 25° 38' 31" E.; thence, continuing along said northerly right-of-way, run along said curve to the left an arc distance of 86.23' to the point of tangency; thence continue along said northerly right-of-way N. 21° 41' 13" E. for 121.64' to a point; thence leaving said northerly right-of-way, run S. 68° 18' 47" E. for 50.00' to a point on the southerly right-of-way of Skypark Road; thence leaving said southerly right-of-way run S. 83° 04' 34" E. for 124.53' to a point on the 509.34 contour (formerly 505 contour) of Wilson Lake; thence run along said 509.34 contour S. 20° 29' 07" W. for 146.33' to a point; thence continue along said 509.34 contour S. 17° 03' 30" E. for 108.60' to a point; thence continue along said 509.34 contour S. 25° 32' 08" E. for 128.79' to a point; thence continue along said 509.34 contour S. 15° 18' 35" E. for 128.97' to a point; thence continue along said 509.34 contour S. 2° 04' 02" W. for 128.05' to a point; ; thence continue along said 509.34 contour S. 15° 39' 28" W. for 149.98' to a point; thence leaving said 509.34 contour, run N. 67° 30' 00" W. for 258.00' to a point; thence run N. 44° 59' 16" W. for 162.13' to a point, thence run N 32° 17' 57" for 148.62' to THE POINT OF BEGINNING, containing 5.16 acres, more or less

NOV 21 12 13 99
FLORENCE, ALABAMA

D

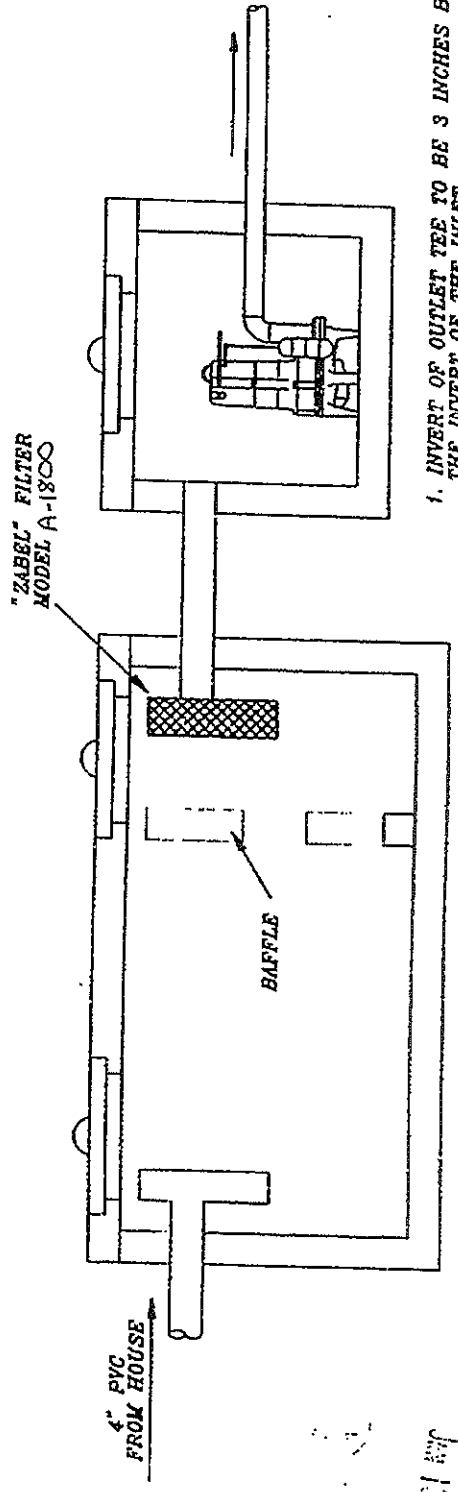
EXHIBIT

1,000 GALLON PRE-CAST
CONCRETE SEPTIC TANK
WITH BAFFLE



PLAN

2000-024 31



SECTION

PUMP
ZOELLER MODEL 165 OR
APPROVED EQUAL

1 1/2" PVC PIPE,
CLASS 200 PSI
TO STREET

250 GALLON PRE-CAST CONCRETE
TANK (GREASE TRAP) FOR
PUMP CHAMBER

"ZABEL" FILTER
MODEL A-1800

BAFFLE

4" PVC
FROM HOUSE

1. INVERT OF OUTLET TEE TO BE 3 INCHES BELOW THE INVERT OF THE INLET
2. AUDIBLE AND RED LIGHT ALARM REQUIRED FOR EACH SYSTEM TO ALARM HIGH WATER IN PUMP CHAMBER

SKYPAKE POINT
LAGORDALE COUNTY, ALABAMA
SEWERAGE FACILITIES REQUIRED AT EACH HOUSE

SEP 17 11 01 AM '00
 2000-024 31
 11 01 AM '00

005538

FIRST
AMENDED AND RESTATED
DECLARATION OF COVENANTS
AND RESTRICTIONS OF
SKYPARK HOMEOWNERS' ASSOCIATION

2000-036 14

This declaration, made this 24th day of January, 2000, by SkyPark Development, L.L.C., hereinafter called "Developer":

WHEREAS, on December 21, 1999, a Declaration of Covenants and Restrictions of Skypark Homeowners' Association ("Declarations") was filed with the Probate Court of Lauderdale County, Alabama under Frame 0099-741, Fiche 1;

WHEREAS, Developer retained the right under Article II of the Declarations to amend Exhibit B and add additional residential properties to the properties in its sole discretion and so to add to its membership in its sole discretion;

WHEREAS, Developer hereby exercises its right to add additional residential properties to the properties and to add to the membership of the Skypark Homeowners Association.

NOW, THEREFORE, the Developer declares that the real property described in Article II of the Declarations is, and shall be held, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes herein referred to as "covenants and restrictions") set forth below.

Article I
Definitions

Section 1. The following words when used in this declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

- (a) The term "association" shall mean the Skypark Homeowners' Association, its successors and assigns.
- (b) The term "properties" shall mean and refer to all the properties that are subject to this or any supplemental declaration under the provisions of Article II. 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 owned by Skypark Development, L.L.C. or its successors or assigns which contains a sewage disposal system and all related component parts, including but not limited to, the sewer lines, pumps, septic tanks, effluent disposal field and duplication area, etc. (herein "sewage disposal system") for the common use of the properties and more particularly described in Exhibit A and all sewer lines and other related component parts that run under the streets and right of ways from the common properties up to the property line of the properties owned by an owner or another third party.
- (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.
- (f) The term "owner" shall mean and refer to the record owner, whether one or more persons or

26-00

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.

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Article II
Property Subject to This Declaration

Section 1. The real property which is, and shall be, held, conveyed and occupied subject to this declaration is located in the County of Lauderdale, State of Alabama, and is more particularly described on attached Exhibit B, all of which real property shall be referred to in this document as "the properties." Notwithstanding any provision of this declaration, the Developer retains the right to amend Exhibit B to annex additional residential properties and developments to the properties in its sole discretion and so add to its membership in its sole discretion.

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. No owner shall have more than one membership. 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 two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A 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.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to three votes for each lot or portion thereof in which it holds the interest required for membership by Section 1, Article III, provided that the Class B membership shall cease on the date on which Developer no longer owns an interest in the properties or any lot or portion thereof.

Article IV
Property Rights in the Common Properties

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. The Developer (not the Class A members) shall retain title to

the common properties. This shall not limit Developer's ability to later sell, transfer or convey the common properties, subject to the provisions of this declaration.

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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 inspect, to make repairs, to maintain and/or to make capital improvements or to conduct any other act consistent with these covenants.

Article V

Covenants for Monthly and Maintenance Assessments

Section 1. Creation of the lien and personal obligation of assessments. Each owner of a lot or any portion thereof, except the Developer, 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. Except as provided in Section 8, Developer shall have no liability for monthly assessments or special assessments for the common properties.

Section 2. Purpose of assessment. The assessments levied by the association shall be used exclusively for the purpose of paying the electricity and utility bills for the sewage disposal system located on the common properties and for the improvement, repair and maintenance, including but not limited to inspection, pumping, replacement of filters and pumps, related to the sewage disposal system. Members, by and through the homeowner's association, shall be responsible for the sewage disposal system and all related component parts, including but not limited to, the sewer lines, pumps, septic tanks, effluent disposal field and duplication area, etc. located on the members' lots or any portions thereof.

Section 3. Basis of monthly assessments. Each lot or any portion thereof shall, as of the date under Section 6 be subject to a monthly assessment arrived at as follows: The assessment per lot or any portion thereof shall be arrived at by multiplying the monthly electricity and utility bill for the sewage disposal system on the common properties by a fraction, the numerator of which is the total number of bedrooms contained in the dwelling built upon the lot or portion thereof owned by the member being assessed and the denominator of which is the total number of bedrooms contained in all dwellings built upon all the lots or portions thereof owned by all the members being assessed. For example, if the electricity and utility bill for the month equals \$50 and there is a total of 15 bedrooms in all of the dwellings built upon the lots or portions thereof, then a member who owned a dwelling with 3 bedrooms would be assessed \$10 $[(3/15) \times \$50]$. The members of the association may change the manner of calculating the assessment fixed by Section 3 provided that any change shall have the assent of two-thirds ($\frac{2}{3}$) of the votes of each class of 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 at least ten (10) days in advance and shall set forth the purpose of the meeting.

Section 4. Repairs and maintenance. In addition to the monthly assessment, each lot or portion thereof shall, as of the dates set forth under Section 6, be subject to special assessments for repairs and maintenance,

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 sewage disposal system (as opposed to the electricity and 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, as of the dates set under Section 6, be subject to special assessments for capital improvements for the sewage disposal system 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 the sewage disposal system upon the common properties, provided that the assessment shall have the assent of two-thirds ($\frac{2}{3}$) of the votes of each class of 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 sewage disposal system (as opposed to the electricity and utility bill) shall be multiplied by the fraction as calculated in Section 3 above. The sewage disposal system and the members are subject to all provisions of applicable regulations of the State Board of Health of the state of Alabama. No action of repair or modification (excluding routine repair and maintenance) to the sewage disposal system may be taken without the written approval of the proper official with the Lauderdale County Health Department.

Section 6. Date of commencement of monthly assessments: Due Date. Except as set forth at Section 9, the monthly assessment 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 by Developer and upon electricity and utilities being connected to the dwelling constructed or under construction on the lot or any portion thereof. The total amount of the monthly assessment shall equal the total due on each monthly electricity and utility bill for the common properties. 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

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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 Development, L.L.C. will contribute three hundred dollars (\$300.00) into the association's funds, not to exceed a total of one thousand eight hundred dollars (\$1,800.00). These funds shall be used first to satisfy monthly assessments and special assessments. After the initial assessment funds have been exhausted or are nearing depletion, then the assessments shall be as provided for herein. The board of directors shall determine as to when the initial assessment fund has been exhausted or is nearing depletion.

Section 10. Duration. The covenants and restrictions of this declaration shall run in perpetuity with and bind the land and shall inure to the benefit of, and be enforceable by, the association, or the owner of any land subject to this declaration, their respective successors and assigns. The association shall not dissolve without the unanimous written consent of each member of the association and the proper official with the Lauderdale County Health Department.

Section 11. Notices. Any notice required to be sent to any member or owner under the provisions of this declaration shall be deemed to have been properly sent when mailed postpaid, to the last known address of the person who appears as member or owner on the records of the association at the time of such mailing.

Section 12. Enforcement. Enforcement of these covenants and restrictions shall be by proceeding at law, or in equity, against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the association or any owner to enforce any covenant or restriction therein contained, shall in no event be deemed a waiver of the right to do so later.

Section 13. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Dated this 25th day of January, 2000.

SKYPARK DEVELOPMENT, L.L.C.

By: 
GREGORY P. ALLEN, Manager

By: 
KELLY W. ALLEN, Manager

EXHIBIT A

2000-036 19

Legal Description

20' Wide Low Pressure Sewer Main Easement From Skypark Point To Septic Tanks

A 20 feet wide easement being 10 feet either side of the following described centerline:

Commencing at the northeast corner of Lot 9, Winfield's Skypark, as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 6 on Page 260; thence run N.73°59'18"E. for 522.16 feet to the westernmost corner of Lot 1, Skypark Point Subdivision; thence N.31°49'46"E. for 104.40 feet to the POINT OF BEGINNING; thence N.44°59'11"W. for 14.95 feet to a point; thence N.68°05'36"W. for 163.93 feet to a point; thence N.36°58'08"W. for 87.00 feet to the POINT OF TERMINUS.

Legal Description

Septic Tanks Area

Commencing at the northeast corner of Lot 9, Winfield's Skypark, as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 6 on Page 260; thence run N.73°59'18"E. for 522.16 feet to the westernmost corner of Lot 1, Skypark Point Subdivision; thence N.31°49'46"E. for 104.40 feet to a point; thence N.44°59'11"W. for 14.95 feet to a point; thence N.68°05'36"W. for 163.93 feet to a point; thence N.36°58'08"W. for 87.00 feet to the POINT OF BEGINNING; thence N.32°48'31"E. for 88.81 feet to a point; thence N.57°11'29"W. for 50 feet to a point; thence S.32°48'31"W. for 94.51 feet to a point; thence S.57°11'29"E. for 50 feet to a point; thence N.32°48'31"E. for 5.7 feet to the POINT OF BEGINNING.

Legal Description

Low Pressure Main From Septic Tanks To Disposal Area

A 20 feet wide easement being 10 feet either side of the following described centerline

Commencing at the northeast corner of Lot 9, Winfield's Skypark, as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 6 on Page 260; thence run N.73°59'18"E. for 522.16 feet to the westernmost corner of Lot 1, Skypark Point Subdivision; thence N.31°49'46"E. for 104.40 feet to a point; thence N.44°59'11"W. for 14.95 feet to a point; thence N.68°05'36"W. for 163.93 feet to a point; thence N.36°58'08"W. for 87.00 feet to a point; thence N.32°48'31"E. for 88.81 feet to a point; thence N.57°11'29"W. for 50 feet to a point; thence S.32°48'31"W. for 32.95 feet to the POINT OF BEGINNING; thence S.80°42'53"W. for 39.73 feet to a point; thence N.57°11'29"W. for 110.23 feet to a point; thence N.40°41'11"W. for 49.64 feet to a point; thence N.24°10'52"W. for 111.64 feet to a point; thence N.15°01'34"W. for 167.14 feet to a point; thence N.32°56'32"W. for 74.52 feet to a point; thence N.70°00"W. for 74.25 feet to a point; thence N.33°48'02"W. for 31.33 feet to the POINT OF TERMINUS.

Legal Description
Onsite Sewage Disposal (Field Line) Area

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Commencing at the northeast corner of Lot 9, Winfield's Skypark, as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 6 on Page 260; thence run N.73°59'18"E. for 522.16 feet to the westernmost corner of Lot 1, Skypark Point Subdivision; thence N.31°49'46"E. for 104.40 feet to a point; thence N.44°59'11"W. for 14.95 feet to a point; thence N.68°05'36"W. for 163.93 feet to a point; thence N.36°58'08"W. for 87.00 feet to a point; thence N.32°48'31"E. for 88.81 feet to a point; thence N.57°11'29"W. for 50 feet to a point; thence S.32°48'31"W. for 32.95 feet to a point; thence S.80°42'53"W. for 39.73 feet to a point; thence N.57°11'29"W. for 110.23 feet to a point; thence N.40°41'11"W. for 49.64 feet to a point; thence N.24°10'52"W. for 111.64 feet to a point; thence N15°01'34"W. for 167.14 feet to a point; thence N.52°56'32"W. for 74.52 feet to a point; thence N.70°00'W. for 74.25 feet to a point; thence N.33°48'02"W. for 31.33 feet to the POINT OF BEGINNING; thence N.56°11'58"E. for 10 feet to a point; thence N.33°48'02"W. for 275.00 feet to a point; thence S.56°11'58"W. for 136.00 feet to a point; thence S.33°48'02"W. for 275.00 feet to a point; thence N.56°11'58"E. for 126.00 feet to the POINT OF BEGINNING.

EXHIBIT B

2000-036 21

Legal Description

Tract One: Description Skypark Point

Commencing at the N.E. corner of Lot 9, Winfield's Skypark Subdivision as recorded in Plat Book 6, Page 260, in the Office of the Judge of Probate of Lauderdale County, Alabama, thence run N. 73° 59' 18" E for 522.16' to the POINT OF BEGINNING, thence run N. 26° 46' 07" W for 50.00' to a point on the northerly right-of-way of Skypark road; thence run along said northerly right-of-way N. 63° 13' 53" E. for 65.87' to the point of curvature of a curve to the left having a radius of 75.00' and a chord distance of 43.40' and a chord bearing of N. 46° 24' 51" E.; thence, continuing along said northerly right-of-way, run along said curve to the left an arc distance of 44.03' to the point of tangency; thence continue along said northerly right-of-way N. 29° 35' 48" E. for a distance of 176.93' to the point of curvature of a curve to the left having a radius of 625.00' and a chord distance of 86.21' and a chord bearing of N. 25° 38' 31" E.; thence, continuing along said northerly right-of-way, run along said curve to the left an arc distance of 86.28' to the point of tangency; thence continue along said northerly right-of-way N. 21° 41' 13" E. for 121.64' to a point; thence leaving said northerly right-of-way, run S. 68° 18' 47" E. for 50.00' to a point on the southerly right-of-way of Skypark Road; thence leaving said southerly right-of-way run S. 83° 04' 34" E. for 124.53' to a point on the 509.34 contour (formerly 505 contour) of Wilson Lake; thence run along said 509.34 contour S. 20° 29' 07" W. for 146.83' to a point; thence continue along said 509.34 contour S. 17° 03' 30" E. for 108.60' to a point; thence continue along said 509.34 contour S. 25° 32' 08" E. for 128.79' to a point; thence continue along said 509.34 contour S. 15° 18' 35" E. for 128.97' to a point; thence continue along said 509.34 contour S. 2° 04' 02" W. for 128.05' to a point; thence continue along said 509.34 contour S. 15° 39' 28" W. for 149.98' to a point; thence leaving said 509.34 contour, run N. 67° 30' 00" W. for 258.00' to a point; thence run N. 44° 59' 16" W. for 162.13' to a point, thence run N. 32° 17' 57" W. for 148.62' to THE POINT OF BEGINNING, containing 5.16 acres, more or less.

Said tract also described as: All of SKYPARK POINT, according to the plat thereof as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 6, Page 335.

Tract Two:

Lot 37, Skypark Terrace, Plat Book 3, Page 64.

Tract Three:

A tract or parcel of land lying in Section 35, Township 2 South, Range 10 West; being more particularly described as follows:

Beginning at the Southwest corner of Lot 37, Skypark Terrace, as shown on the recorded plat of same in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 3 on Page 64; thence run S. 25° 31' 58" W for 25.19 feet to a point; thence run S. 83° 04' 34" E. for 123.23 feet to a point on the shoreline of Wilson Lake; thence run N. 28° 15' 16" E for 25.63 feet along said shoreline to the Southeast corner of aforesaid Lot 37, Skypark Terrace; thence run along the south line of said Lot 37 N. 83° 04' 34" W. for 123.62 feet to the point of beginning; containing 2557 square feet, more or less.

STATE OF ALABAMA
CLERK OF THE COURT
LAUDERDALE COUNTY
JUN 25 2 25 PM '00

STATE OF ALABAMA)
LAUDERDALE COUNTY)

SEWAGE DISPOSAL SYSTEM RIGHT OF
USE AGREEMENT

THIS AGREEMENT made this 17th day of May, 2002, between SKYPARK DEVELOPMENT, L.L.C. hereinafter referred to as "Grantor," L. DON WILSON hereinafter referred to as "Grantee" and SKYPARK HOMEOWNERS' ASSOCIATION hereinafter referred to as "Association";

WHEREAS, simultaneously with the execution of this document, Grantee is purchasing the property described on Exhibit A from Grantor;

Recording Fee	21.00
TOTAL	21.00

WHEREAS, the property described on Exhibit A is currently subject to, among other things, the Declaration of Covenants and Restrictions of Skypark Homeowner's Association of record on December 21, 1999 under Fiche 99/741, Frame 01-08, Probate Records of Lauderdale County, Alabama, as amended and restated on January 24, 2000, under Fiche 2000/036, Frame 14-21, Probate Records of Lauderdale County, Alabama (the "Declaration");

WHEREAS, Grantee desires to use the Sewage Disposal System as that term is defined in the ~~DECLARATION OF COVENANTS AND RESTRICTIONS OF SKYPARK HOMEOWNERS' ASSOCIATION~~ LOW RISK HPA above Declarations:

NOW, THEREFORE, the parties agree as follows:

Grantor and Association hereby grant to Grantee, his heirs, successors and assigns, the use of the Sewage Disposal System and all other rights to which they are entitled as a member of the Association or to which he is entitled under the Declaration.

1. By signing this agreement, Grantee agrees as follows:
 - A. To become a member of the Association and to be bound by all of the terms and provisions of the Declaration including, but not limited to, the obligation to pay to the Association monthly assessments and charges, special assessments and charges and assessments for repairs and maintenance.
 - B. To execute any and all documents necessary to carry out the terms and provisions of this agreement or under the Declaration.
 - C. To build any sewage facilities on the properties described on Exhibit A to the specifications required by the State of Alabama Department of Public Health, such

YAC
2/02

RC- 21.00

LOW
H.P.A
K.W.A

specifications being more particularly described in Exhibit B or required by any other governmental agency.

2. Grantor and Association agree to admit Grantee as Class A Member to the Association.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 17th day of May, 2002.

SKYPARK DEVELOPMENT, L.L.C.

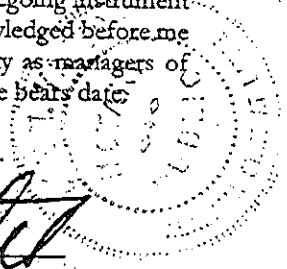
By: Gregory P. Allen
GREGORY P. ALLEN, Manager

By: Kelly W. Allen
KELLY W. ALLEN, Manager

STATE OF ALABAMA)
LAUDERDALE COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that GREGORY P. ALLEN and KELLY W. ALLEN, whose names are signed to the foregoing instrument as managers of SKYPARK DEVELOPMENT, L.L.C., and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they, in their capacity as managers of SKYPARK DEVELOPMENT, L.L.C., executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 17th day of May, 2002.



My commission expires: 5-27-04

Joe K. Kuter
Notary Public

SKYPARK HOMEOWNERS' ASSOCIATION

By: Gregory P. Allen
GREGORY P. ALLEN, Director

By: Kelly W. Allen
KELLY W. ALLEN, Director

STATE OF ALABAMA)
)
LAUDERDALE COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **GREGORY P. ALLEN** and **KELLY W. ALLEN**, whose names are signed to the foregoing instrument as directors of **SKYPARK HOMEOWNERS' ASSOCIATION**, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they, in their capacity as directors of **SKYPARK HOMEOWNERS' ASSOCIATION**, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 17th day of May, 2002.

Notary Public

Joel K. White



My commission expires: 5-22-04

L. Don Wilson
L. DON WILSON

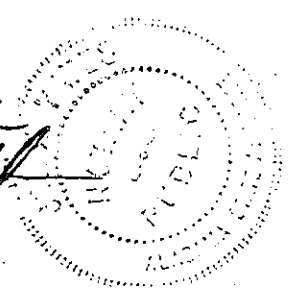
STATE OF ALABAMA)
)
LAUDERDALE COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **L. DON WILSON**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance has executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 17th day of May, 2002.

Notary Public

Joel K. White



My Commission Expires: 5-22-04

This Instrument Prepared By:
Tammy L. Irons
The Irons Law Firm
215 West Alabama Street
Florence, Alabama 35630
(256) 766-9201 (Florence, AL)
(901) 526-9200 (Memphis, TN)

EXHIBIT A

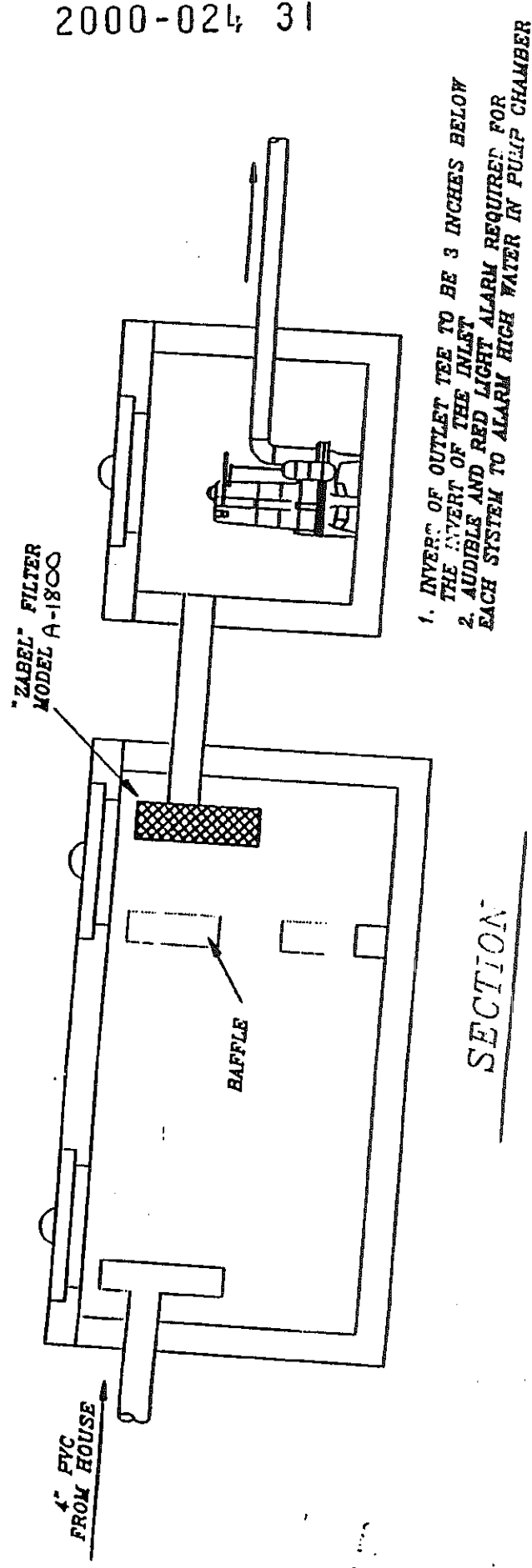
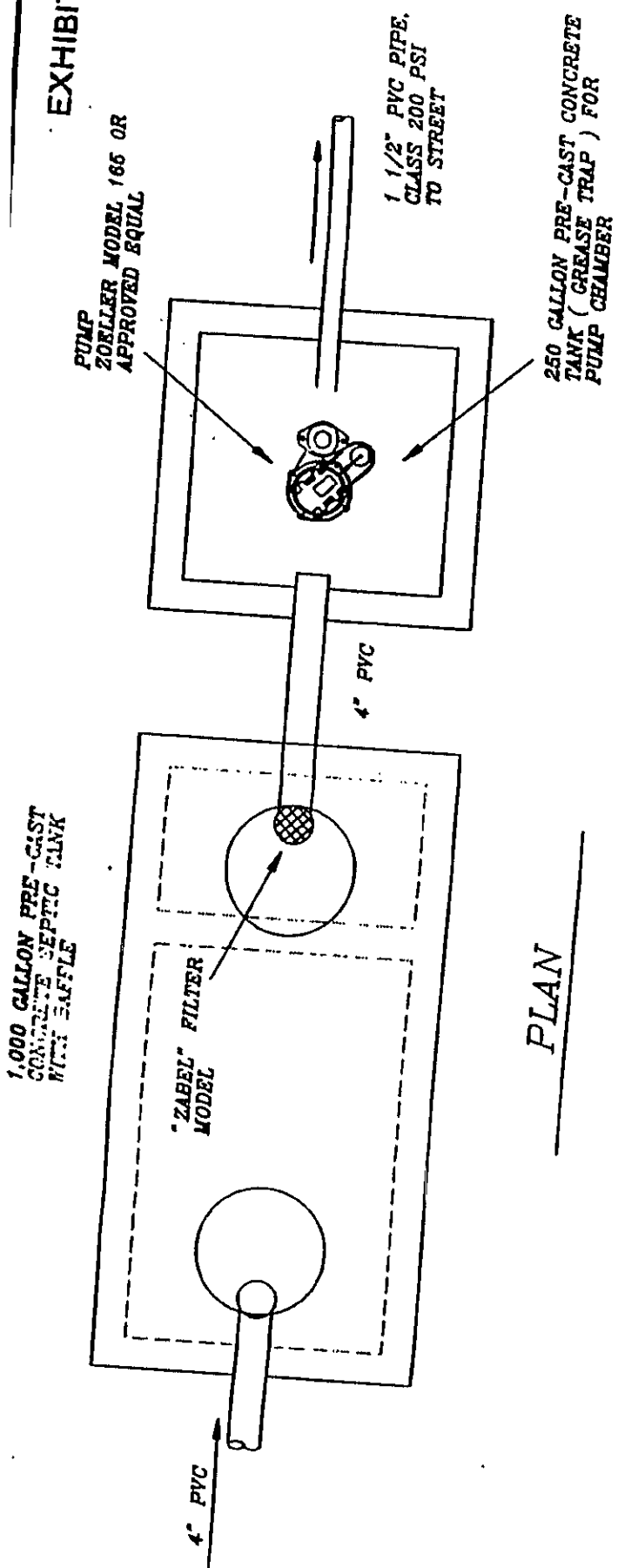
Lot 5, SKYPARK POINT a subdivision according to a map or plat thereof which is on file of record in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 6, Page 335, reference to which is hereby made in aid of and as a part of this description. LESS AND EXCEPT that part conveyed to Robert Huntzinger recorded in Book 2002, Page 2599.

SUBJECT to the First Amended and Restated Declaration of Protective Covenants of Skypark Development, L.L.C. of record on June 8, 1999 recorded in Fiche 99/331, Frame 14, Probate Records of Lauderdale County, Alabama, the Declaration of Covenants and Restrictions of Skypark Homeowner's Association of record on December 21, 1999 under Fiche 99/741, Frame 01-08, Probate Records of Lauderdale County, Alabama, as amended and restated on January 24, 2000, under Fiche 2000/036, Frame 14-21, Probate Records of Lauderdale County, Alabama, and the Sewage Disposal System Right of Use Agreement of record on January 18, 2000, recorded in Fiche 2000/024, Frame 18-21, Probate Records of Lauderdale County, Alabama.

SUBJECT to any and all other easements, covenants, restrictions, zoning, rights-of-way of record, flood rights granted to the United States of America, building setback lines as shown on the recorded plat of said subdivision, taxes for the current year and subsequent years, and any prior reservations or conveyance of minerals of every kind and character, including but not limited to all gas, sand and gravel in, and under subject property.

Together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

2000-024 31



1. INVERT OF OUTLET TEE TO BE 3 INCHES BELOW THE INVERT OF THE INLET
2. AUDIBLE AND RED LIGHT ALARM REQUIRED FOR EACH SYSTEM TO ALARM HIGH WATER IN PUMP CHAMBER

SKYPAKE POINT
 ANDERDALL COUNTY, ALABAMA
 SEWERAGE FACILITIES REQUIRED AT EACH HOUSE