

ARTICLES OF INCORPORATION

OF 7625

CREEKWOOD FOREST HOMEOWNERS ASSOCIATION

In compliance with the requirements of Code of Alabama, 1975, Sections 10-3-1 through 10-3-172, the undersigned, all of whom are residents of Florence, Lauderdale County, Alabama, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is "The Creekwood Forest Homeowners Association", hereinafter sometimes called the "Association".

ARTICLE II

The initial registered office of the corporation is located at 235 Azalea Drive, Florence, Alabama 35631.

ARTICLE III

Ronald E. Warren, whose address is 235 Azalea Drive, Florence, Alabama 35631, is hereby appointed the initial registered agent of this corporation.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

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

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

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

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

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

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

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

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

ARTICLE V

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

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VOTING RIGHTS

The Association shall have two classes of voting membership:

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

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 1991.

ARTICLE VII

BOARD OF DIRECTORS

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

Ronald E. Warren, 235 Azalea Drive, Florence,
Alabama 35631

Shelby H. Warren, 235 Azalea Drive, Florence
Alabama 35631

Ronald Terry Warren, 235 Azalea Drive, Florence
Alabama 35631

At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years, and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years. Directors need not be

members of the Association. A change in the number of directors and their terms of office may be made by amending the By-laws of the Association.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

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

ARTICLE XI

FHA/VA APPROVAL

So long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

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IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Alabama, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 17th day of September, 1982.

Ronald E. Warren
 Ronald E. Warren

Shelby H. Warren
 Shelby H. Warren

Ronald T. Warren
 Ronald T. Warren

STATE OF ALABAMA)

LAUDERDALE COUNTY)

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

Given under my hand and official seal this the 17th day of September, 1982.

[Signature]
 Notary Public

(SEAL)

STATE OF ALABAMA)

LAUDERDALE COUNTY)

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

Given under my hand and official seal this the 17th day of September, 1982.

[Signature]
 Notary Public

(SEAL)

STATE OF ALABAMA)

LAUDERDALE COUNTY)

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

Given under my hand and official seal this the 17th day of
September, 1982.

Notary Public

(SEAL)

STATE OF ALABAMA)
)
 LAUDERDALE COUNTY)

TO: Ronald E. Warren
 Shelby H. Warren
 Ronald T. Warren

This is to certify that you, as Incorporators, have duly organized according to the laws of the State of Alabama, as a body corporate, under the name of CREEKWOOD FOREST HOMEOWNERS ASSOCIATION, and for the purposes of your declaration on file in this office, dated the 17th day of September, 1982, and that you are now fully authorized to commence business under your Charter.

GIVEN under my hand and seal of office this the 20 day of September, 1982.

William B. Duncan
 Judge of Probate

STATE OF ALABAMA,
 LAUDERDALE COUNTY, PROBATE COURT
 I hereby certify that the foregoing instrument was
 filed to record in this office on Sept. 20, 1982
 at 9:59 AM clock and duly recorded in Vol. 26 Page 188 78
 Deed Tax \$ Mtg. Tax Fee 10.00
William B. Duncan Judge of Probate

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DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
"CREEKWOOD FOREST"

THIS DECLARATION, made on the date hereinafter set forth by
Ronald Warren Builders, Inc., an Alabama Corporation, hereinafter re-
ferred to as "Declarant".

WITNESSETH:

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

All lands embraced in the map and plat of
Creekwood Forest, a subdivision according
to the map and plat thereof of record in
the Office of the Judge of Probate of
Lauderdale County, Alabama, in Plat Book
5, at Pages 101 through 103.

NOW, THEREFORE, Declarant hereby declares that all of the prop-
erties described above shall be held, sold and conveyed subject to
the following easements, restrictions, covenants, and conditions, which
are for the purpose of protecting the value and desirability of, and
which shall run with the real property and be binding on all the
parties having any right, title or interest in the described properties
or any part thereof, their heirs, successors and assigns, and shall
inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to "Creekwood
Forest Homeowners Association", its successors and assigns.

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

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

Section 4. "Common Area" shall mean all real property (includ-

ing improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance (subject to any easements therein including flood easements on tracts designated on plat) of the first lot is described as follows:

Parcels designated A and C according to said plat of Creekwood Forest.

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

Section 6. "Declarant" shall mean and refer to Ronald Warren Builders, Inc., an Alabama Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

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

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

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

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

members agreeing to such dedication or transfer has been recorded.

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

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

Class B. The Class B member(s) shall be Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1990.

ARTICLE IV

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

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed

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to covenant and agree to pay to the Association; (1) annual assessments, (2) special assessments for capital improvements and operating expenses, and (3) any assessment created under Article V, such assessments to be established and collected as herein provided. All of said assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The Association shall have the right to enforce all liens hereunder imposed to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures as in the case of mortgages under applicable law. Each such assessment, together with interest, costs, and reasonable attorney's fees incurred in the enforcement, foreclosure or collection thereof, shall also be the personal joint and several obligation of the person or persons who was or were the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by them. Declarant shall not be required to pay such annual assessment as to any Lots owned by it so long as Declarant elects, at its option, to provide the maintenance and improvements called for in Article IV, Section 2. At such time as Declarant is not maintaining and providing such maintenance and improvements, it shall pay such annual assessment on Lots owned by it.

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Fifty Dollars (\$150.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year

not more than 5% above the maximum assessment for the previous year without a vote of the membership.

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

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

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

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

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

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days following the preceding meeting.

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

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Areas. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fourteen percent (14%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both. Such Owner personally liable shall also be personally responsible for all costs of collection or foreclosure, or both, including, but not limited to, reasonable attorney's fees and publication costs. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 9. Subordination of Lien to Mortgages. The lien of any assessment or charge authorized herein with respect to Owner's Lot is hereby made subordinate to the lien of any bona fide mortgage on such Owner's Lot falling due on or prior to the date such mortgage is recorded has been paid. The sale or transfer of any Owner's Lot pursuant to a mortgage foreclosure proceeding or a proceeding in lieu of foreclosure or the sale or transfer of such Owner's Lot pursuant to a sale under power contained in a mortgage on such property shall extinguish the lien

for assessments falling due prior to the date of such sale, transfer or foreclosure, but Association shall have a lien on the proceeds of such sale senior to the equity of redemption of the mortgagor. The foregoing subordination shall not relieve an Owner whose Lot has been mortgaged of his personal obligation to pay all assessments and charges falling due during the time when he or she is the owner of such property. The Board of Directors of Association may at any time, either before or after the mortgaging of any Owner's Lot, waive, relinquish or quitclaim in whole or in part the right of the Association to assessments and other charges collectible by the Association with respect to such property coming due during the period while such property is or may be held by a mortgagee or mortgagees pursuant to such sale or transfer.

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

ARTICLE V

EXTERIOR MAINTENANCE

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

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

and location of the same shall have been submitted to and approved in writing as to harmony of external design, colors, materials and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Without limiting the foregoing, such plans and specifications must include a detailed statement of the colors of any paints or materials to be used in exterior surfaces and roofs. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, as evidenced only by its written acknowledgment of receipt thereof, approval will not be required and this Article will be deemed to have been fully complied with. In any event, the Lots shall be used solely for single family residential purposes and not more than one single family residence may be erected, constructed or permitted to remain upon any Lot. No business, trade or commercial activity of any kind or character may be conducted upon any Lot. Such plans may be disapproved because of any of the following:

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

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges

improvements. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his or her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE VII

ARCHITECTURAL CONTROL AND USE RESTRICTION

No building, fence, wall or other structure or exterior surface or roof of any building or structure shall be commenced, repaired, replaced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color

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now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

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

Section 4. Annexation. Additional residential property and Common Areas may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Easements. The Owner proposes to construct on each of the foregoing lots a town house. In the matter of the construction and completion of each of said town houses, certain eaves, roof overhangs and brick veneer attached to the structural walls will or may encroach over onto the air space of an adjoining or contiguous lot. There is hereby created on each of said lots so affected an easement for said encroachments or overhangs created by said construction. In addition to the easements for each of said encroachments or overhangs there is also granted the right to maintain and repair the same so long as said encroachments and overhangs shall and do exist. In the further event that any structure comprising a town house is totally destroyed and then rebuilt, such encroachments and easements shall be permitted in the matter of the reconstruction and the right of maintenance shall

continue to exist. An easement of access is reserved over and across the roofs of all structures where reasonably required for the purpose of maintaining, repairing or constructing or reconstructing adjacent structures. Each Lot is also subject to all easements as shown on the recorded plat of "Creekwood Forest", Plat Book 5, at Pages 101 through 103 for utilities, drainage or otherwise.

Section 7. Option of Association to Purchase. In the event the dwelling on any Lot is wholly or partially destroyed by fire, flood, act of God or any other cause or casualty and the Owner thereof does not rebuild or restore the same to like good order and condition as existed prior to such total or partial destruction within six (6) months of such destruction, then the Association shall have the right, privilege and option to purchase such Lot at the fair market value thereof as fixed and determined by the average of three (3) appraisals in writing, one by each of three (3) licensed real estate brokers or appraisers licensed to do business in Lauderdale County, Alabama.

Section 8. Additional Covenants. Without limiting the generality of any of the foregoing covenants, it is further expressly provided that each lot is subject to the following additional covenants:

(a) All of said lots shall be used exclusively for single family residential purposes.

(b) No business, trade or commercial activity of any kind or character shall be permitted or conducted upon any lot.

(c) No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

(d) No structure of a temporary character, trailer, tent, basement, shack, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

(e) No animals, livestock or poultry of any kind shall be raised, bred, or kept upon any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial

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purposes and, in any event, no animal hereunder permitted may be kept if such animal becomes an annoyance or nuisance to the neighborhood. It is further provided that no dog, cat or other household pet can be penned, fenced, chained, or housed in the yard or driveway of any lot.

(f) No vehicle shall be parked, placed or permitted to remain on any lot other than automobiles and trucks of three-quarters of a ton or less weight. It is further provided that no house trailer, camper trailer, camper top, camper or other recreational vehicle (whether self propelled or otherwise), boat, boat trailer or dune buggy or like vehicle shall be placed, parked or permitted to remain on any lot or any adjacent street or public way.

(g) No tree having a diameter of 6 inches or more measured 24 inches from ground level may be cut down or removed without the express prior written consent of the Architectural Control Committee. Any Owner wishing to cut down or remove any such tree must request approval in writing addressed to Architectural Control Committee sent by certified U. S. mail, return receipt requested. Approval or disapproval must be given in writing by the Architectural Control Committee within fifteen (15) days after actual receipt of such request.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 20 day of September, 1982.

RONALD WARREN BUILDERS, INC.,
An Alabama Corporation

ATTEST:

Its Secretary

STATE OF ALABAMA
NOTARY PUBLIC, PROBATE COURT By: Ronald E. Warren

I hereby certify that the foregoing instrument was signed by Ronald E. Warren President

filed to record in this office on Sept. 20, 1982

at 4:39 P.M. clock and duly recorded in Vol. 1200, Page 155-66

Deed Tax \$ 18.00 - Mtg. Tax 18.00 - Fee 18.00

STATE OF ALABAMA

LAUDERDALE COUNTY

William B. Duncan Notary of Probate

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ronald E. Warren, whose name as President of RONALD WARREN BUILDERS, INC., an Alabama Corporation, is signed to the foregoing Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Declaration, he, as such officer and with authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 20 day of September, 1982.

Notary Public