

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CYPRESS CREEK MANOR

Recordins Fee 35.00
TOTAL 35.00

THIS DECLARATION made on the date hereinafter set forth by Cypress Creek Development LLC., a Corporation, hereinafter referred to as "Declarant", being the owner and mortgagor of the hereinafter described real property.

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

WHEREAS, Declarant is the owner of certain property is 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 Cypress Creek Manor as recorded in the Office of Judge of Probate of Lauderdale County, Alabama, in Plat Book 7, Page 95.

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to The Cypress Creek Manor, Phase One, Homeowners Association, its successors and assigns.

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

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

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

That certain property as shown on the plat of Cypress Creek Manor, Phase One, as "retention and open space," said plat being recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 7, Page 95.

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.

TAC
35.00

35.00

Section 6. "Declarant" shall mean and refer to Cypress Creek Development LLC., a Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II.

PROPERTY RIGHTS

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

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

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

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

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one

person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the declarant and shall be entitled to twenty (20) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the following event:

- (a) When the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership.

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

ARTICLE IV

COVENANT FOR CAPITAL, MAINTENANCE AND OPERATION

EXPENSES ASSESSMENT AND LIENS THEREFOR

Section 1. Creation of the Lien and Personal Obligations of Assessments.

The Declarant, for each lot owned within the Properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association; (1) annual assessments (2) special assessments for capital improvements and operating expenses, and (3) any assessment created under Article V, such assessments to be established and collected as herein provided. All of said assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each 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, (4) within 20 days of becoming the owner of a lot,

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

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

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

ARTICLE V.

EXTERIOR MAINTENANCE

Section 1. The Association shall, to the extent of allowable by monies available from annual assessments provide for the maintaining, replacing and improvement of lawns and shrubs on all common area 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.

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

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

ARTICLE VI.

ARCHITECTURAL CONTROL AND USE RESTRICTION

No building, fence, wall or 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, and location of the same shall have been submitted to and approved in writing as to harmony of external design, color, 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 acknowledgement of receipt thereof, approval will not be required and this article will be deemed to have been fully complied with. In any event, the lots shall be used solely for free standing single-family residential purposes and not more than one single-family residence may be erected, constructed, or permitted to remain upon any lot.

All residences must have a finished living area of at least 2200 square feet. All residences must have an enclosed garage with a garage door.

In two-story residences the ground floor area, exclusive of garages, shall not be less than 1700 square feet, with a total of 2400 square feet of livable floor space. A fully furnished, heated and air-conditioned area of a second floor qualifies as livable floor space.

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

(a) Failure of such plans or specifications to comply with any of the restrictions;

(b) Failure to include information in such plans and specifications as may have been reasonably requested;

(c) Objection to the exterior design, appearance or materials of any proposed building or repairs or replacement;

(d) Incompatibility of any proposed building with existing buildings upon other lots in the vicinity;

(e) Objections to the location of any proposed structure upon any lot or with reference to other lots in the vicinity;

(f) Objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any proposed structure.

The following use restrictions shall also apply to said lots

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

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

(3) Owners who live in Cypress Creek Manor, shall not park boats, motor vehicles, motor driven cycles or recreational vehicles on any street in the subdivision.

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

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

ARTICLE VII

GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of 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

such Owner shall pay an initial assessment of \$75.00 (in addition to the annual assessment) to be used for same purposes as the annual assessment.

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

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

Section 6. Uniform Rate of Assessment. Both annual \$ 250.00 and special \$ 75.00 one time set up assessments, set forth in Sections 3 and 4 above, must be fixed at a uniform rate for all lots and may be collected on a monthly basis or such other basis as determined by the Board.

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

instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

Section 4. Option of Association to Purchase. In the event the dwelling on any lot is wholly or partially destroyed by fire, flood, act of God or any other cause or causality and the owner thereof does not rebuild or restore the same to like good order and condition as existed prior to such total or partial destruction within six (6) months of such destruction, then the Association shall have the right, privilege and option to purchase such lot at the fair market value thereof as fixed and determined by the average of three appraisals in writing, one by each of three licensed real estate brokers or appraisers licensed to do business in Lauderdale County, Alabama.

IN WITNESS WHEREOF, the undersigned, Darrell Rumble and DeWayne Oakley as members of Cypress Creek Development LLC., a Limited Liability Company, being the Declarant herein, and Bruce P. Tidwell as Group Vice President of SunTrust Bank, being the mortgagee of the properties described herein, have hereunto set their hands and seals this the 7th day of Nov, 2005.

Cypress Creek Development LLC.
A Corporation

BY [Signature]
It's Member

BY [Signature]
It's Member

ATTEST:

SUNTRUST BANK
A Banking Corporation

BY [Signature]

[Signature]
ASST. CORP. SECRETARY

STATE OF ALABAMA

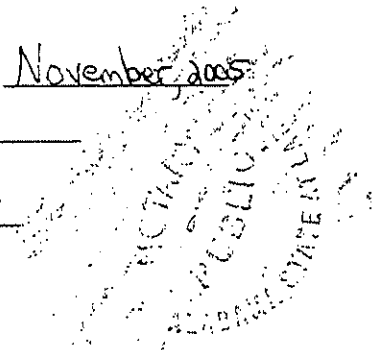
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public, in and for said State and County aforesaid, hereby certify that Darrell Rumble, and DeWayne Oakley whose names as Members of Cypress Creek LLC. a Limited Liability Company, are signed to the foregoing Declaration, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, them, as such members and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company.

Given under my hand and official seal this 7th day of November, 2005

Sheila Payne
Notary/Public

MY COMMISSION EXPIRES 8-5-07



STATE OF TENNESSEE

HAMILTON COUNTY

I, the undersigned authority, a Notary Public, in and for said State and County aforesaid, hereby certify that Bruce P. Tidwell whose name as Group Vice Pres of Suntrust Bank, a banking corporation, is signed to the foregoing Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and is the act of said corporation.

Given under my hand and official seal this 7th day of November, 2005.

Linda J. Wood
Notary Public

MY COMMISSION EXPIRES 10-06-07

This instrument prepared by:
Cypress Creek Manor, LLC
4990 Highway 157
Florence, AL 35633

