

HOA Dues
\$340/yr

includes:

- ① mowing
- ② power + water for
irrigation system
- ③ pressure
washing units
that need it

for
Lanora
2-22-19 @
1005am
AK

STATE OF ALABAMA

COUNTY OF COFFEE

OFFREC 414 797
Recorded In Above Book and Page
07/10/2007 01:09:31 PM
William O. Gamill
Probate Judge
Coffee County, AL
Recording Fee 66.00
TOTAL 66.00

**DECLARATION OF RESTRICTIVE COVENANTS
FOR WOODLAND PARK TOWNHOMES SUBDIVISION PHASE I**

WHEREAS, Billy Cotter Construction, Inc., is the owner and developer of all the lots in Woodland Park Subdivision, Phase I, as shown by the plat of said subdivision recorded in Plat Book 3 at Page 334, in the Office of the Judge of Probate of Coffee County, Alabama, and

WHEREAS, Billy Cotter Construction, Inc. desires to subject said Subdivision lots to and impose upon said lots mutual and beneficial restrictions, covenants, easements, terms, conditions and limitations, (hereinafter collectively referred to as "Restrictions"), for the benefit of all the lots in said subdivision and for the benefit of the future owners of said lots,

NOW, THEREFORE, Billy Cotter Construction, Inc., does hereby proclaim, publish and declare that all of said lots are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following restrictions, which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such restrictions.

ARTICLE I

MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 The restrictions and agreements set forth herein are made

whole.

Section 3.2 All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lots or the accumulation of rubbish or debris thereon. In order to implement effective control of this item, Billy Cotter Construction, Inc. reserves for itself and its agents, successors and/or assigns, the right, after ten (10) days notice to any lot owner, to enter upon any residential lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of Billy Cotter Construction, Inc., its agents and successors and/or assigns distracts from the overall beauty and safety of the subdivision. Such entrance upon such property for such purposes is declared not to be a trespass. Billy Cotter Construction, Inc., its agents, successors and/or assigns may charge the owner of said lot a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. The provisions of this paragraph shall not, however, be construed as an obligation on the part of Billy Cotter Construction, Inc., its agents, successors and/or assigns to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

Section 3.3 No animals, livestock or poultry of any kind or description, except the usual household pets, shall be kept on any lot, provided that no household pet may be kept on any lot for breeding or commercial purposes and no

such violation continues. The recovery of such damages shall be available to Billy Cotter Construction, its agents, successors and/or assigns or to any owner of the other lots subject to these covenants except that the violator shall not be required to pay damages to more than one (1) person or entity for any one such violation. Construction trash shall be exempt from this section, but must not be left on site for more than 30 days.

Section 3.7 All signs, billboards or advertising structures of any kind are prohibited except builder or subcontractor signs during construction periods and except one (1) professional sign of not more than three (3) square feet to advertise the property during sale period. No sign shall be permitted to be nailed or attached to trees.

Section 3.8 Except for construction trailers, no structure of a temporary character, mobile home, recreational vehicle, trailer, tent or shack shall be used at any time as a residence either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling are completed and a certificate, or other satisfactory evidence of completion is received by the owner or contractor from the Building Official of the City of Enterprise. In addition, no accessory structures, such as storage sheds or buildings, shall be allowed.

Section 3.9 No fence, wall, hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any lot except the privacy fence around back yard. In no event may a fence of any type be placed on any lot except in the rear yard. Rear yard fence may not extend any closer than three feet from the

ARTICLE IV**ARCHITECTURAL CONTROL COMMITTEE AND REQUIREMENTS OF
CONSTRUCTION**

Section 4.1 It is intended that the subdivision development will be a residential community of high esteem and of first-class quality and an architectural committee is hereby established for the purpose of reviewing plans and the inspection of building construction to insure quality of construction, compatibility of design and appearance between townhouses and townhouse units and the harmony of appearance with the neighborhood and the natural environment.

Section 4.2 The Architectural Control Committee (hereinafter referred to as the "Committee") shall be composed of not less than three (3) members. Regardless of the number of the Committee, which number shall be established by Billy Cotter Construction, Inc., and Billy Cotter Construction, Inc. hereby reserves the right to appoint the initial and successor members of the Committee, none of whom need be an owner of a lot in the subdivision until Billy Cotter Construction, Inc. elects to terminate its control of the Committee. After the termination of control of the Committee by Billy Cotter Construction, Inc., the then record owners of a majority of the lots in said subdivision shall have the power to change the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers or duties. Any such changes shall be made through a duly recorded written instrument. Neither the members of the

disapproval by the Committee. The plans submitted to the Committee shall be retained by the Committee. Said plans shall be delivered to the general office of

Billy Cotter Construction, Inc. at least seven (7) days prior to commencement of construction. Each plan must include the following:

(a) All plans for structures shall be not less than one-eighth inch equals one foot scale.

(b) All plans must take into consideration the particular topographic and vegetative characteristics of the lot or lots involved.

(C) All plans must state the elevations of all sides of the proposed structure as such sides shall exist after finish grading has been accomplished.

(d) The foundation and floor plans shall show the existing grade on each elevation in order that the extent of cut and/or fill areas may be easily and clearly determined.

(e) The site plans shall show all building lines and setbacks.

(f) All plans must include a summary specifications list of proposed materials and samples of exterior materials which cannot be adequately described and of all materials with which the Committee is unfamiliar.

Section 4.6 All construction must be inspected by the Committee or by the City of Enterprise and inspection must be obtained at the following stages before proceeding to the next stage of construction:

owner has granted an easement to the adjoining owner for continuing maintenance and use of the projection or party wall. The foregoing provision shall apply only to any replacements of any party wall if the same are construed substantially in conformity with the original party wall.

Section 5.2 If a party wall is destroyed or damaged by fire or other casualty, the owners of the townhouses abutting such party wall shall jointly restore it substantially to its original form, and they shall contribute equally to the cost of restoration thereof without prejudice; subject to, however, to the right of any such owner to call for a larger contribution from the other under any rules of law regarding liability for negligent or willful acts or omissions. Destruction or damage to any party wall shall not cause the termination of any rights of any of the adjoining owners thereto and such owners shall retain those rights herein set forth concerning any reconstruction or replacement of the party wall. Owners of townhouses abutting such party wall are obligated hereby to restore it in its substantial original condition. Notwithstanding any other provision of this Article to the contrary, an owner who by his negligent or willful act causes the party wall to be damaged shall bear the whole cost of repairing such damage. The owner causing such damage shall diligently prosecute all such repairs and reconstruction, and if such owner shall fail to do so, then any other owner of a townhouse abutting such party wall may do so at the sole cost and expense of the owner causing such damage. The right of any owner to contribution from any other owner under this Article shall run with the land.

ARTICLE VI

(d) To lease, acquire and sell real and personal property in pursuance of its obligations.

(e) To enter into and upon the lots and townhouses when necessary with as little inconvenience as possible to the occupants concerned in connection with the duties outlined in these covenants.

(f) To enjoin or seek damage from the owners of the lot for violation of these covenants or for violation of any of the rules of said association.

(g) To employ workmen, maids, janitors, gardeners and others; to contract for services to be performed, including those of a manager or management company; to purchase supplies and equipment; to enter into contracts; and generally to have the powers of an apartment house or property manager in connection with the matters herein set forth, except that the association may not encumber or dispose of the title of any owner except to satisfy a lien, award or judgment against such owner for violation of these restrictive covenants. The association shall not enter into any contract for the furnishing of services, material or supplies, the terms of which is in excess of one year; and further provided that any contract entered into by the association shall be terminable by the association for cause upon thirty (30) days written notice.

(h) To employ counsel, attorneys and auditors in connection with legal matters of

sole voting member. In the absence of such designation, the Board may designate one of the owners as a sole voting member. Upon the sale or transfer of a lot by an owner, that person's membership shall terminate. Such interest shall be the sole qualification for membership. Until Billy Cotter Construction, Inc. relinquishes in writing its right to have a member on said board, Billy Cotter Construction, Inc. shall have the right to designate one person to be a member of said Board.

(b) Members shall be entitled to one vote for each townhouse or lot owned.

(c) Matters pertaining to indemnification of Board members, limitation upon liability of the association, if any, assessments for expenses, manner of enforcement of assessments and the fixing of liens for said assessments and maintenance shall be provided for in said Articles as agreed upon by a majority of the owners of the lots in said subdivision.

ARTICLE VII

ENFORCEMENT

Section 8.1 In the event of a violation or breach of any of these restrictions by any property owner, or family of such owner, or agent or tenant or invitee of such owner, the owners of the lots in said subdivision, Billy Cotter Construction, Inc., its agents,

these restrictions and the agreements herein contained, whether or not such restrictions are recited in the instrument of conveyance.

ARTICLE IX

TERM AND MODIFICATION

Section 9.1 These covenants and restrictions shall run with the land and shall be in effect for a period of thirty (30) years from date hereof, and can be changed, modified, amended, altered, extended or terminated by Billy Cotter Construction, Inc. as long as said corporation owns any lot in the Subdivision after which at least seventy-five percent (75%) of record owners must approve any such change, and shall be automatically renewed for ten (10) year periods thereafter. These covenants and restrictions can be changed, modified, amended, altered or terminated at any time after thirty (30) years, plus any automatic ten (10) year extensions, from date by a duly recorded written instrument executed by the then record owners (including mortgagees and other lienholder of record, if any) of ninety percent (90%) of the number of lots of this subdivision.

Section 9.2 PROVIDED THAT, no power or authority to alter, amend or rescind these covenants shall extend to the easements recited herein.

plural, and the masculine form shall be taken to mean or apply to the feminine or the neuter.

IN WITNESS WHEREOF, Billy Cotter Construction, Inc., has caused these restrictions to be properly executed by Billy Cotter, its President, on this the 10th day of July, 2007.

Billy Cotter Construction, Inc.

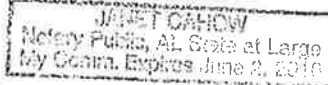
BY: _____

Billy Cotter, President

STATE OF ALABAMA
COUNTY OF COFFEE

SWORN TO and subscribed to before me this the 10th day of July, 2007.

Janet Cahow
Notary Public



My commission expires: _____

Park Townhomes Subdivision Phase I, as recorded in the Office of the Judge of Probate, Enterprise, Alabama and to promote the welfare of the owners within the properties (as that term is defined in the Declaration) and 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 any certain Declaration of Covenants, Conditions and Restrictions for the Subdivision and as set forth in any by-laws of Woodland Park Townhomes Homeowner's Association, Inc. and to promote the welfare of the owners within the properties/subdivision referenced in the Declaration/Restrictive Covenants and to:

(b) Fix, levy, collect and enforce payment by any lawful means, including but not limited to, filing of liens, all charges or assessments pursuant to the terms of the Declaration and/or by-laws; to pay all expenses in connection therewith and all office or other expenses incident 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) To sue or be sued;

(d) To enforce covenants, conditions or restrictions affecting any property to the extent authorized under the Declaration of Covenants, Conditions, Restrictions or Bylaws of Creekside Townhomes Homeowner's Association, Inc. as the same may be amended;

(e) To acquire by mortgage, pledge, deed, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(f) Borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

member of the Association, and shall be entitled to vote in accordance with the rules set forth in the Declaration and/or by-laws, except there shall be no votes for any Lot owned by the Association. The manner of exercising voting rights shall be determined by the Bylaws of the Association.

- (b) Change of membership of the Association shall be established by recording in the Office of the Judge of Probate of Coffee County, a deed or other instrument establishing record title to a Lot subject to the Declaration and written notice to the Association of such change and title. The owner designated by such instrument thereby becomes a member of the Association, and the membership of the prior owner is terminated.
- (c) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance of his Lot.

ARTICLE VI

TERM

The existence of the corporation shall be perpetual unless the Association is terminated pursuant to the provisions of the Declaration of Covenants, Conditions and Restrictions or otherwise by operation of law.

ARTICLE VII

INCORPORATOR

The name and address of the sole incorporator is:

ARTICLE IX

BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided by the Bylaws.

ARTICLE X

AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted as provided in § 10-3A-81, Code of Alabama, 1975, provided that no amendment may be in conflict with the Declaration, provided further, no amendment shall be effective to impair or dilute any rights of members that are governed by such Declaration, and provided further, no amendment shall be effective unless approved by two-thirds (2/3) vote of members of the Association entitled to vote.

ARTICLE XI

DISSOLUTION

The Association may be dissolved with assent given in writing and signed by not less than seventy-five (75%) percent of the membership of the Association (of each class of members of the Association). Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to the 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.

by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

- (c) Any indemnification under subsections (a) and (b) [unless ordered by the court] shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in subsections (a) and (b). Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to, or who have been wholly successful on the merits or otherwise with respect to, such claim, action, suit or proceeding, or (2) if such

venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Section.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the Laws of Alabama, the undersigned, constituting the sole incorporator of this Association, has executed these Articles of Incorporation this 10th day of July, 2007.

INCORPORATOR:

Billy Cotter Construction, Inc.

BY: _____

[Signature], Pres. Inc.

State of Alabama

Coffee County.

I, a notary public in and for said county in said state, hereby certify that Billy G. Cotter, whose names as President of Billy Cotter Construction, Inc., is signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers and with full authority, execute the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 10th day of July, 2007.

[Signature]
Notary Public
My commission expires: June 2, 2010

OFFREC 414 825