

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE SPRINGS OF MILL LAKES**

RECITALS

WHEREAS, Chapman H, LLC, an Alabama limited liability company (hereinafter referred to as the Developer), is the owner of certain real property as described in Section 1.25 on which the Developer intends to develop an active adult community to be known as “The Springs of Mill Lakes” (the “Development”), which Developer anticipates will include residential subdivision designed to meet the desires and preferences of the active adult population, a wildlife sanctuary and an assisted living and independent living community, as shown on Exhibit A, attached hereto and more particularly described herein;

WHEREAS, the Developer desires to develop, improve and sell Lots for residential housing purposes for the enjoyment of active adults within the approximately 66.56 acres shown on Exhibit A as the Active Adult Neighborhood, and to impose upon said Lots mutual and beneficial restrictions, certain easements, covenants, conditions, requirements and limitations (sometimes referred to as “HOA Covenants”) in order to protect the value and desirability for the Active Adult Neighborhood and in order to establish a flexible and reasonable method for the administration and maintenance thereof;

WHEREAS, the Developer hereby dedicates the 44.6 acres as shown on Exhibit C attached hereto as The Sanctuary, all of which is permanently restricted land for the preservation of its waters, resources, animal and plant life, as Common Area solely for the enjoyment and benefit of all Lots in the Active Adult Neighborhood;

NOW THEREFORE, the Developer does hereby declare that all of that certain real property of the Active Adult Neighborhood and all of the Lots therein are subject to, held and shall be held, developed, conveyed, sold, transferred, occupied and improved subject to the following HOA Covenants which shall run with the land and shall be binding upon the Developer, and upon all parties having or acquiring any right, title or interest in and to the real Property or any part or parts thereof.

ARTICLE I
Definitions

1.01 ACC. The term or letters “ACC” shall mean the Architectural Control Committee appointed pursuant to Section 5.02 here of with the rights and obligations conferred upon such architectural control committee pursuant to this Declaration.

1.02 Active Adult Neighborhood. The term Active Adult Neighborhood shall specifically refer to The Springs of Mill Lakes, and shall consist of approximately 66½ acres covering the vast majority of the site as shown in Exhibit A. The neighborhood is designed for the 55+ adult sector, many of whom seek an active lifestyle, and includes numerous natural and constructed amenities, including but not limited to, clubhouse with large exercise area, spacious catering kitchen for events, great room with ballroom dance floor, flex space for any function, storage, outdoor zero entry pool, grilling area, spacious pool deck, event lawn designed tent compatible, x-grid pickle ball court, upper 3½ acre lake for recreation, concrete

boat docks for kayak, foot powered paddle boat, canoes, lower 3½ acre lake managed & stocked with bass and bream, paved walking trail around the upper lake, garden plots for those who wish, all utilities underground, fiber optic capability into the home, sidewalks both sides of streets; the specific amenities, clubhouse and such fashioned for our 55+ active adults.

1.03 Amenities. The term “Amenities” shall mean those portions of the Common Areas that are designed primarily for the enjoyment of the 55+ active adult and are for use of all Owners and their guest, family members and invitees, as more particularly described in Section 6.02.

1.04 Architectural Standards. The term “Architectural Standards” shall mean the standards prepared, issued, and amended from time to time by the ACC pursuant to Section 5.04 below for the purpose of reviewing and approving all exterior improvements, landscaping and any other Improvements which may be made to any Lot, Dwelling, or Common Area.

1.05 Board. The term “Board” shall mean and refer to the Board of Directors of the HOA and their duly elected successors as may be provided in the Certificate of Formation and Bylaws.

1.06 Bylaws. The term “Bylaws” shall mean and refer to the bylaws of the HOA as the same may be amended from time to time.

1.07 Certificate of Formation. The term “Certificate of Formation” shall mean and refer to the Certificate of Formation of the HOA and all amendments thereto.

1.08 Common Areas. The term “Common Areas” shall mean and refer to all real and personal property now or hereafter owned by the HOA for the common use and enjoyment of the Owners. The Common Areas shall include areas or Improvements on or within the Development, including The Sanctuary, which are designated as Common Areas by Developer from time to time. The designation of any land and/or improvements as Common Areas shall not mean or imply that the public at large acquires any easements of use or enjoyment or any other rights, license, or benefits therein or to the use thereof.

1.09 Common Expenses. The term “Common Expenses” shall mean and refer to all expenditures made or incurred by or on behalf of the HOA including, without limitation, those expenses described in Section 8.04 (e) below, together with all funds assessed for the creation or maintenance of reserves pursuant to the provisions of this Declaration.

1.10 Declaration. The term “Declaration” shall mean and refer to this Declaration of Covenants, Condition, and Restrictions and all amendments thereto.

1.11 Developer. The term “Developer” shall mean Chapman H, LLC, a limited liability company, successors and assigns.

1.12 Development. The term “Development” with an initial capital letter, shall mean and refer to the Property and all Improvements thereon, which is known as The Springs of Mill Lakes, together with the Senior Housing Community.

1.13 Dwelling. The term “Dwelling” with an initial capital letter, shall mean and refer to any improved Lot.

1.14 Government Authority. The term “Government Authority” shall mean any and all city, county, state and federal governmental or quasi-governmental agencies, bureaus, departments, division, or regulatory authorities having jurisdiction over any portion of the Development.

1.15 Home Builder. The term “Home Builder” refers to any person or legal entity licensed as such by the State of Alabama and approved by the Developer to contract a dwelling or structure on Lots in the Active Adult Neighborhood, in accordance with the plans and specifications approved by the ACC.

1.16 Home Owners Association or HOA. The term “Home Owners Association” or “HOA” shall mean the Home Owners HOA of The Springs of Mill Lakes, an Alabama nonprofit corporation.

1.17 Improvement. The term “Improvement” with an initial capital letter, shall mean and refer to all Dwellings, any building, or structure constructed, erected, or placed upon any Lot or Common Area which in any way affects the exterior appearance of any Lot, Dwelling, or Common Area. Improvements shall include, by way of illustration and not limitation, building, foundations, covered patios, underground utilities, roads, driveways, walkways, paving, curbing, parking areas, trees, shrubbery, landscaping, fences, screening, walls, signs, and any other artificial or manmade changes or alterations to the natural condition of any Lot or Dwelling. “Improvements” shall also mean any grading, any excavation or fill.

1.18 Institutional Mortgagee. The term “Institutional Mortgagee” shall mean and refer to any federal or state chartered bank, trust company, life insurance company, federal or state savings and loan HOA, real estate investment trust, or other recognized lending institution which normally and customarily engages in the business of making Mortgage loans and shall include any institutional or governmental purchaser of Mortgage loans in the secondary market, such as Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, which holds a Mortgage on any Lot or Dwelling which has been duly and properly recorded in the Probate Office of Lee County, Alabama.

1.19 Lot. The term “Lot” shall mean and refer to any unimproved portion of the Property upon which it is intended that a Dwelling be constructed thereon. Upon the recordation of any subdivision plat for any portion of the Property, each lot indicated thereon shall be deemed a Lot for purposes of this Declaration. A parcel of land shall be deemed unimproved and thus considered to be a Lot rather than a Dwelling, until the Improvements constructed thereon are sufficiently complete to reasonably permit habitation thereof. Upon such completion, such Lot and the Improvements thereon shall collectively be considered to be a Dwelling for purposes of this Declaration. In the event any Lot is resubdivided by Developer pursuant to the provisions of Section 2.05 hereof, the resubdivided Lots shall constitute the number of Lots which remain after such division or combination of Lots.

1.20 Monthly Dues. The term “Monthly Dues” shall mean the amount that each Owner is responsible for paying to the HOA on a monthly basis pursuant to Article VIII hereof.

1.21 Mortgage. The term “Mortgage” with an initial capital letter shall mean and refer to any mortgage, deed of trust, or other security device encumbering a Lot or Dwelling or any interest therein and which shall have been duly and properly recorded in the Probate Office of Lee County, Alabama.

1.22 Mortgagee. The term “Mortgagee” with an initial capital letter, shall mean and refer to the holder of any Mortgage and shall include any Institutional Mortgagee.

1.23 Occupant. The term “Occupant” shall mean and include any Owner, the family members, guests, tenants, agents, servants, employees, and invitees of any Owner and their respective family members, guests, tenants, agents, servants, employees, invitees, and any other person who occupies or uses any Dwelling within the Development. All actions or omissions of any Occupant is and shall be deemed the action or omission of the Owner of such Dwelling.

1.24 Owner. The term “Owner” with an initial capital letter, shall mean and refer to the record owner, including Developer or Home Builder, of fee simple title to any Lot or Dwelling whether a corporation, partnership, proprietorship, association, or other entity of any nature, including natural persons, but shall not include (i) any Mortgagee unless and until such Mortgagee has foreclosed on its Mortgage and purchased such Lot or Dwelling at the foreclosure sale held with respect to the foreclosure of such Mortgage or (ii) any lessee, purchaser, contract purchaser, or vendor who has an interest in any Lot or Dwelling solely by virtue of a lease, contract, installment contract, or other agreement.

1.25 Property. The term “Property” with an initial capital letter shall mean and refer to that certain real property situated in Lee County, Alabama, which is more particularly described in Exhibit A attached hereto as the Active Adult Neighborhood, but does not include the Senior Community described on Exhibit B, together with the real property described on Exhibit C as The Sanctuary.

1.26 Senior Housing Community. The term “Senior Housing Community” shall specifically refer to that portion of the Development comprise of approximately 12.83 acres on the eastern end of the site as shown by Exhibit B, which is partially adjacent to the 55+ Active Adult Neighborhood and will include an assisted living facilities and independent living facilities for seniors with professional management services and around the clock staff, which will be known “The Lodge of Mill Lakes”.

1.27 The Sanctuary. The term “The Sanctuary” shall specifically refer to the 44.6 acres as shown in Exhibit C, as a parcel of land that is perpetually protected by U.S. Army Corps of Engineer Restrictive Covenants, from excavation, construction, clearing or any type of activity that would significantly diminish its existing flora and fauna, its waters, its land or its wildlife. Said parcel is a Common Area for the use and enjoyment of Owners, Occupants, their guest and invitees, who may use same (subject to the rule and regulations adopted by the Board of Directors of the Association) for wildlife observation and passive recreation including hiking, discovery, unpaved walking trails, fishing, enjoyment of its waters without pollution.

ARTICLE II
Property Subject to the Declaration

2.01 General Declaration. Developer hereby declares that the Property is and shall be subject to the easements, covenants, conditions, restrictions, charges, liens, and regulations of this Declaration and the Property, any part thereof and each Lot, Dwelling, and Common Area thereof shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon, and otherwise used, improved, and maintained subject to the terms of this Declaration, which easements, covenants, conditions, restrictions, charges, liens, and regulations shall run with the title to the Property and shall be binding upon and inure to the benefit of the Developer and upon all Owners and Occupants of the Property and any Lot, Dwelling, and Common Area thereof. This Declaration shall not apply to any other real property owned by Developer unless the same is subjected specifically by written instrument to this Declaration.

2.02 Mutuality of Benefit and Obligation. The provisions of this Declaration are made (a) for the mutual and reciprocal benefit of each Lot, Dwelling, and Common Area within the Property and are intended to create a mutual, equitable servitude upon and in favor of each Lot and Dwelling, (b) to create reciprocal rights and obligations between the respective Owners and all future and subsequent Owners of any Lot or Dwelling within the Development, and (c) to create a privity of contract and estate between the Owners, their respective heirs, successors, and assigns.

2.03 Development of Property. Developer shall have the right, but not the obligation, for so long as developer owns any Lot or Dwelling in the Development, to make improvements and changes to all Common Areas and to all Lots or Dwellings owned by Developer, including without limitation, (i) installation and maintenance of any Improvements in or to the Common Areas, (ii) changes in the location of the boundaries of any Lots or Dwellings owned by Developer or of the Common Areas, and (iii) installation and maintenance of any water, sewer, and any other utility systems and facilities within the Common Areas.

2.05 Subdivision Plat. Developer reserves the right to record, modify, amend, revise, and otherwise add to at any time and from time to time, a subdivision plat setting forth such information as Developer may deem necessary with regard to the Development, including, without limitation, the locations and dimensions of all Lots, Dwellings, Common Areas, public or private roads, utility systems, drainage systems, utility easements, drainage easements, access easements, set-back line restrictions, lakes, retention ponds, and drainage basins. Any such subdivision plats or any amendments thereto shall be binding on the portions of the Property indicated thereon as if such subdivision plat were specifically incorporated into this Declaration. Notwithstanding anything provided to the contrary in this Declaration, Developer may at any time or from time to time divide and redivide, combine and resubdivide any lots owned by Developer.

ARTICLE III
Easements

3.01 Grant of Nonexclusive Easements to Owners. Subject to the terms and conditions of this Declaration and the rules, regulations, fees, and charges from time to time established by the Board, Developer does hereby grant to each Owner and Occupant the nonexclusive right,

privilege, and easement of access to and the use and enjoyments of the Common Areas in common with Developer, its successors and assigns, and all other Owners and Occupants. The easement and right granted pursuant to this Section 3.01 are and shall be permanent and perpetual, are nonexclusive, are appurtenant to, and shall pass and run with title to each Lot and Dwelling.

3.02 Reservation of Easements with Respect to Common Areas.

(a) Easement Upon Common Areas. Developer does hereby establish and reserve, for itself, the ACC, the HOA, and their respective agents, employees representatives, invitees, heirs, successors, and assigns, a permanent and perpetual nonexclusive easement appurtenant over, across, under, through, and upon all of the Common Areas for the purpose of (i) construction of Dwellings and other Improvements in and to any Lots and Dwellings, (ii) installing, maintaining, repairing, and replacing any other Improvements to the Property or to the Common Areas, and (iii) doing all other things reasonably necessary and proper in connection therewith; provided, however, that in no event shall Developer have any obligation to undertake any of the foregoing. In addition to the other rights and easements established and reserved herein and regardless of whether Developer continues to own a Lot or Dwelling within the Development, Developer hereby establishes and reserves for itself and its successors and assigns, a permanent and perpetual, nonexclusive easement to have access, ingress to, and egress from and the right and privilege to use and enjoy the Common Areas and all Improvements thereon for such purposes as Developer deems appropriate; provided, however, that Developer should not exercise such rights so as to unreasonably interfere with the rights of the Owners to use the Common Areas.

(b) Changes in Common Areas. Developer does hereby establish and reserve unto itself and its successors and assigns the permanent right to change, modify, and realign the boundaries of any of the Common Areas and any Lots or Dwellings owned by Developer. Developer further reserves the right, but shall not have any obligations, to convey by quitclaim deed to the HOA at any time and from time to time any portion of the Property or any Improvements thereto to be utilized as Common Areas, as Developer, in its sole discretion, may determine.

3.03 Reservation of Easement for Utilities. Developer does hereby establish and reserve for itself and the HOA and their respective successors and assigns a permanent and perpetual nonexclusive easement appurtenant over, across, under, through, and upon all portions of the Common Areas and all Lots and Dwellings which are reasonably necessary for the purpose of installing, erecting, replacing, relocating, maintaining, and operating master television and/or cable systems, security and similar systems, and all utilities necessary or convenient for the use of any portion of the Development, including, without limitation, publicly or privately owned and operated electrical, gas, telephone, water, and sewer services, storm drains and sewers, drainage systems, retention ponds, lakes, basins and facilities, lines, pipes, conduits, equipment, machinery, and other apparatus and appurtenances necessary or otherwise reasonably required in order to provide any utility service to any portion of the Development. The easements established and reserved herein shall include the right to cut and remove trees, undergrowth, and shrubbery, to grade, excavate, or fill and to otherwise take all other action reasonably necessary to provide economical and safe installation, maintenance, repair, operation, and replacement of all such utility services and all the systems, equipment, and machinery used to provide the same. Notwithstanding anything provided in the Section 3.03 to the contrary, (i) the utilization of any of the easements and rights established and reserved

pursuant to this Section 3.03 shall not unreasonably interfere with the use or occupancy of any Dwelling situated on any Lot and (ii) Developer shall use good faith efforts to attempt to cause any utility company or other supplier or provider of any service which may utilize any of the easements and rights reserved and established pursuant to this Section 3.03 to take reasonable action to repair any damage caused by such utility company or other supplier or provider of such utility service during the exercise of any rights established and reserved herein.

3.04 Reservation of Easements for Signs, Walks and Trails. Developer does hereby establish and reserve for itself and the HOA and their respective successors, and assigns, a permanent and perpetual easement appurtenant over, across, through, and upon a strip of land ten (10) feet in width lying parallel to and running along the common exterior boundary between each Lot or Dwelling and any public or private roadway which is directly adjacent to and abuts such Lot or Dwelling for the purpose of constructing, installing, maintaining, repairing, operating, replacing, and the use of side walks, walkways, trails, bicycle and jogging lanes, traffic directional signs, and related improvements; provided, however, that neither Developer nor the HOA, shall have any obligation to construct any of the foregoing improvements.

3.05 Reservation of Maintenance Easement. Subject to the terms and provisions of Section 7.02 (b) below, Developer does hereby establish and reserve for the HOA and its agents, employees, successors, and assigns a permanent and perpetual right and easement to enter upon any Lot or Dwelling for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash so as to maintain reasonable standards of health, fire, safety, and appearance within the Development; provided, however, that such easement shall not impose any duty or obligation upon Developer or the HOA to perform any of the foregoing actions.

3.06 Reservation of Environmental Easement. Developer does hereby establish and reserve for itself, the ACC, the HOA, and their respective agents, employees, successors, and assigns a permanent and perpetual right and easement on, over, across, and upon all Lots and all unimproved portions of any Dwellings for the purpose of taking any action necessary to effect compliance with the Architectural Standards or any watershed, soil erosion, or environmental rules, regulations, and procedures from time to time promulgated or instituted by any Governmental Authorities or the Board. The easement and right established and reserved herein, shall include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to take any other action which may be required in order to satisfy the requirements of the Architectural Standards or any Governmental Authorities. Except in case of an emergency situation or a perceived emergency situation, the exercise by Developer or the HOA of the rights reserved in this Section 3.06 shall not unreasonably interfere with the use or occupancy of any Dwelling situated on any Lot.

ARTICLE IV Homeowners Association

4.01 Membership. The Owner of each Lot or Dwelling shall be a member of the HOA. Membership in the HOA shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling; provided, however, that (a) Developer shall be deemed a member of the

HOA and shall have one (1) vote for each Lot or Dwelling owned by Developer in the Development, (b) in the event any Lot or Dwelling is owned by more than one (1) person, then the Owner of such Lot shall, designate only one (1) representative to serve as a member of the HOA who shall exercise all voting rights attributable to the Lot or Dwelling owned by such Owner, and (c) no Mortgagee shall become a member of the HOA until such time, if at all, that the Mortgagee becomes an Owner by virtue of foreclosure of its Mortgage and title to such encumbered Lot or Dwelling is vested in Mortgagee pursuant to a duly recorded deed. The transfer or conveyance of fee title to any Lot or Dwelling (other than by a Mortgage as security for the payment of an obligation) shall automatically include the transfer of all membership rights of such Owner in the HOA with respect to the Lot or Dwelling transferred and conveyed, notwithstanding any failure of the transferor to endorse to his transferee any certificates, assignments, or other evidence of such membership. Membership or the right and benefits in the HOA may not be transferred, assigned, conveyed, or otherwise alienated in any manner separate and apart from the ownership of a Lot or Dwelling. Each member of the HOA shall at all times comply with the provisions of this Declaration, the Certificate of Formation, the Bylaws, and all rules and regulations which may from time to time be adopted by the Board or the members of the HOA.

4.02 Board. The Board shall have the rights and duties set forth in the Certificate of Formation and the Bylaws. Developer hereby retains and shall have the right to appoint or remove, with or without cause, any member or members of the Board and any officer or officers of the HOA until such time as Developer no longer is the Owner of any Lot or Dwelling within the Development. Each Owner, by acceptance of a deed to or other conveyance of a Lot or Dwelling, vests in Developer such authority to appoint and remove members of the Board and officers of the HOA as provided by this Section 4.02.

4.03 Voting Rights. Subject to the rights reserved to Developer in the Certificate of Formation and Bylaws and the rights of HOA to suspend any Owner's voting rights or privileges in the HOA pursuant to Section 11.01 below, the Owner of each Lot or Dwelling shall be entitled to one (1) vote in any matters submitted to the members of the HOA for approval. No Owner, whether one or more persons, shall have more than one membership and one vote per Lot or Dwelling. In no event, whether as a result of there being multiple ownership interest in any Lot or Dwelling or otherwise, shall more than one vote be allowed for any one Lot or Dwelling. Fractional voting shall not be permitted. For purposes of this Section 4.03, Developer shall be deemed to be the Owner of and entitled to all voting rights attributable to all Lots or Dwellings owned by Developer, until all Lots are sold or at such time as the Developer conveys title to the common areas to the HOA.

4.04 Duties and Powers of HOA. In addition to the rights, duties, responsibilities and obligations of the HOA otherwise set forth in this Declaration, the HOA shall have the power to do, cause to be done, and otherwise perform or cause to be performed any of the duties and powers set forth in the Certificate of Formation and the Bylaws. The HOA may exercise any other right or privilege granted to it expressly by this Declaration or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. In the event of any conflict, ambiguity, or inconsistency between the *Code of Alabama*, this Declaration, the Certificate of Formation, the Bylaws, or any rules and regulations adopted by the HOA, then the provisions of the *Code of Alabama*, this Declaration, the Certificate of Formation, the Bylaws, and any rules and regulations adopted by the HOA, in that order,

shall prevail and each Owner, by acceptance of a deed or other conveyance to a Lot or Dwelling, covenants and agrees to vote in favor of and execute any amendments as may be necessary to remove or alleviate any such conflict, ambiguity, or inconsistency. The powers of the HOA shall include, but not be limited to (i) the power to purchase one or more Lots and/or Dwellings and any other real or personal property, whether tangible or intangible, and to hold, lease, mortgage, sell, and otherwise convey the same, (ii) subject to the provisions of this Section 4.04, the right to borrow money for the purpose of acquiring additional Common Areas, for constructing, repairing, maintaining, or improving the Common Areas or any portion thereof or for providing any of the services authorized herein, (iii) subject to the provisions of this Section 4.04, the right to give Mortgages or other security instruments encumbering all or any part of the Common Areas as security for any loan obtained by the HOA; provided, however, that the lien and encumbrance of any such Mortgage shall be subject and subordinate to all of the rights, interest, privileges, easements, licenses, and options reserved or established herein for the benefit of Developer, the ACC, the HOA, and all Owners and Occupants, (iv) the right to grant and accept easements, (v) the right to dedicate or transfer fee simple title to all or any portion of the Common Areas to any Governmental Authority; provided, however, that except as provided in Section 9.03 below the dedication or transfer of title to any of the Common Areas must be approved by a majority of those Owners present in person or by proxy at a duly held meeting of the HOA called for such purpose, and (vi) the right to arrange with any of the Governmental Authorities or any public or private utilities or others, for the furnishing of trash collection, water, sewer, and/or security services for the Common Areas and/or the Lots and Dwellings. For so long as Developer shall own any Lot or Dwelling, the HOA shall not, without the consent of Developer, borrow money or pledge, mortgage, encumber, sell, or otherwise convey any interest it may have in the Common Areas. Except as otherwise specifically provided to the contrary herein, in the Certificate of Formation or in the Bylaws, the powers and authority granted to the HOA may be exercised by the Board, acting through the officers of the HOA, without further consent or action on the part of the Owners.

4.05 Agreements. Subject to the conditions, restriction, and other provisions of this Declaration, all agreements, actions, and determinations lawfully authorized by the Board shall be binding upon all Owners, their heirs, executors, personal representatives, administrators, successors, and assigns and all others having any interest in the Development. In performing its responsibilities hereunder, the HOA, through the Board, shall have the right and authority to delegate to such persons of its choice such duties of the HOA as may be determined by the Board. In furtherance of the foregoing and not in limitation thereof, the HOA may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the HOA shall deem necessary or desirable for the proper operation of any portion of the Development, whether such personnel are furnished or employed directly by the HOA or by independent contract with the HOA. All costs and expenses incurred incident to the employment of a manager of the Development or any of the Common Areas shall be a Common Expense. During the term of any such management agreement entered into by the HOA with a third party, such manager may, if authorized by the Board, exercise all the powers and shall be responsible for the performance of all of the duties of the HOA, excepting any of such powers or duties specifically and exclusively reserved to the Board or the officers of the HOA by the Declaration, the Certificate of Formation, or the Bylaws. Such manager may be an individual, corporation, or other legal entity and may be bonded in such manner as the Board may require, with the costs of such bond to be a Common Expense. In addition to the

foregoing, the HOA may pay for and the Board may hire and contract for such legal and accounting services as are necessary or desirable in connection with the operation of the Development, or the enforcement of this Declaration, the Certificate of Formation, the Bylaws, or any rules and regulations of the HOA.

4.06 Management by Developer or its Affiliates. Developer or any affiliate thereof may be employed as the manager of the HOA and the Development for so long as Developer owns any Lot or Dwelling within the Developments, at such compensation and on such terms as would be usual, customary, and obtainable in an arms-length transaction with any third party providing comparable services for any real estate development in the southeastern United States of the size, quality, and nature of the Development. Each Owner, by acceptance of a deed to or other conveyance of a Lot or Dwelling, shall be deemed to ratify the provisions of this Section 4.06 and specifically be deemed to have approved any such management agreement entered into by the HOA and Developer or any affiliate thereof.

4.07 Rules and Regulations. The Board may establish and enforce reasonable rules and regulations governing the use of all Lots, Dwellings, and Common Areas. Without limiting the foregoing, the Board may adopt rules and regulations which shall govern the use of any of the Common Areas (including specifically, the use of any of The Sanctuary and the recreational facilities situated within the Common Areas), the enforcement of all of the terms and provisions of this Declaration, and any rules and regulations adopted by the Board. Copies of such rules and regulations shall be binding upon all Owners and Occupants until and unless such rule or regulation is specifically overruled, cancelled, or modified by the Board or by the majority vote of the total votes of the HOA at any regular or special meeting of the HOA; provided, however, that no such rules or regulations may be overruled, cancelled, or modified unless such action is also approved by Developer for so long as Developer owns any Lot or Dwelling in the Development.

4.08 Indemnification. The HOA shall and does hereby indemnify, defend, and agree to hold each of every officer, agent, representative, and member of the Board of the HOA harmless from and against any and all expenses, including court costs and reasonable attorneys' fees, suffered, paid or incurred by any such officer, agent, representative, or member of the Board in connection with any action, suit, or other proceedings (including the settlement of any suit or proceedings if approved by the Board) to which such person may be made a party by reason of being or having been an officer, agent, representative, or member of the Board of the HOA. The officers, agents, representatives, and members of the Board of the HOA shall not be liable for any mistake in judgment, negligence, or otherwise except for their own willful misconduct or reckless disregard of duty, as finally determined by a court of competent jurisdiction. The officers, agents, representatives, and members of the Board of the HOA shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the HOA, and the HOA shall and does hereby indemnify, defend, and agree to forever hold each such officer, agent, representative, and member of the Board harmless from any and all liability to others on account of any such contract or commitment. The indemnification obligations and rights provided for herein shall not be exclusive of any other rights to which any officer, agent, representative, or member of the Board of the HOA may be entitled, including anything provided to the contrary contained in the Certificate of Formation or the Bylaws. The HOA shall maintain adequate general liability and officers and director's liability insurance in order to fulfill its obligations under this Section 4.08 and the costs of such insurance shall constitute a Common Expense.

ARTICLE V
Architectural Control Committee Development
And Architectural Standards

5.01 Committee Composition. The ACC shall consist of not less than three (3) nor more than five (5) persons, each of whom shall be appointed or elected as provided in Section 5.02 below. The members of the ACC may, but shall not be required to be, members of the HOA or Owners of any Lot or Dwelling. One or more professional architects or designers, who may or may not be an Owner, may serve on the ACC and aid in the review of building and landscaping plans. The regular term of officer for each member of the ACC shall be three (3) years, coinciding with the fiscal year of the HOA. Any member appointed or elected as provided in Section 5.03 below may be removed with or without cause in the manner provided in Section 5.03 below. Each Owner, by acceptance of a deed to or other conveyance to a Lot or Dwelling, shall be deemed to ratify the provisions of Article V below.

5.02 Appointment and Removal of ACC Members.

(a) For so long as Developer is the Owner of any Lot or Dwelling within the Development, Developer shall have the sole and exclusive right to appoint and remove all of the members of the ACC.

(b) At such time as Developer is no longer the Owner of any Lot or Dwelling within the Development or, upon Developer's written notice to the HOA that it no longer desires to exercise the right to appoint and remove members of the ACC as provided in Section 5.02(a) above, then the members of the ACC shall be appointed by the Board of the HOA.

(c) Any member of the ACC may be removed, with or without cause, by (i) Developer, in its sole discretion, during the period of time that the provisions of Section 5.02 (a) above are in effect or (ii) the Board, in the event the provisions of Section 5.02 (b) above are in effect. In the event of death or resignation of a member of the ACC, then Developer in the event the provisions of Section 5.02 (a) above are applicable, or the Board in the event the provision of Section 5.02 (b) above are applicable, as the case may be, shall appoint a substitute member of the ACC to fill the vacancy of such deceased or resigning member for the remainder of the term of such former member.

5.03 Procedure and Meetings. The ACC shall elect a chairman and the chairmen, or in chairman's absence the vice-chairman, shall be the presiding officer at all meetings of the ACC. The ACC shall meet on a regular basis as well as upon call of the chairman or vice-chairman. A majority of the total number of members of the ACC shall constitute a quorum of the ACC for the transaction of business and the affirmative vote of a majority of those present in person or by proxy at a meeting of the ACC shall constitute the action of the ACC on any matter which comes before it. The ACC is authorized to retain the services of consulting architects, landscape architects, designers, engineers, inspectors, and/or attorneys in order to advise and assist the ACC in performing its functions set forth herein. Each member of the ACC may be paid a stipend or honorarium as may from time to time be determined by the Board of the HOA and shall otherwise be entitled to a reimbursement of expenses incurred on behalf of the ACC, subject to the approval of such expenses by the Board of the HOA. The ACC shall have the right from time to time to adopt and establish

such rules and regulations as may be determined to be necessary concerning the procedures, notice of meetings, and all other matters concerning the conduct of the business of the ACC.

5.04 Architectural Standards. The ACC is hereby authorized to promulgate and amend or modify from time to time written Architectural Standards governing policies, guidelines, and minimum requirements to be satisfied with respect to the construction, location, landscaping, and design of all Dwellings and other Improvements on any Lot, the content and manner in which plans and specifications and other documentation and information concerning the construction of any Dwelling or other Improvements on a Lot are to be submitted to and approved by the ACC, and any other matters affecting the construction, repair, or maintenance of any dwelling or other Improvements on any Lot. The Architectural Standards adopted by the ACC shall be in addition to the provisions and requirements set forth in this Declaration and shall be binding upon and enforceable against all Owners.

5.05 Approval of Plans and Specifications.

(a) In order to preserve the architectural and aesthetic appearance and the natural setting and beauty of the development, to establish and preserve a harmonious design for the development, and to protect and promote the value of the property, the Lots, the Dwellings, and all Improvements thereon, no improvements of any nature shall be commenced, erected, installed, placed, moved onto, altered, replaced, relocated, permitted to remain on or maintained on any Lot or Dwelling by an Owner, other than Developer, which affect the exterior appearance of any Lot or dwelling unless plans and specifications therefore have been submitted to and approved by the ACC in accordance with the terms and provisions of Section 5.05(b) below. Without limiting the foregoing, the construction and installation of any Dwellings, sidewalks, driveways, mailboxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, walls, fences, exterior lights, garages, or any other outbuildings, shall not be undertaken, nor shall any exterior addition to or change or alteration be made (including, without limitation, painting or staining of any exterior surface) to any Dwelling or improvements, unless the plans and specifications for the same have been submitted to and approved by the ACC in accordance with the terms and provisions of Section 5.05(b) below.

(b) The ACC is hereby authorized and empowered to approve the site plan and any modification to building plans and specifications, which the Developer has provided for Dwellings to be constructed in the Active Adult Neighborhood. Prior to the commencement of construction of any Dwelling or other Improvements on any Lot or Dwelling, the Homebuilder shall submit to the ACC a site plan, together with the building plans and specifications and related data for all such Improvements, which shall include the following:

(i) Two (2) copies of an accurately drawn and dimensioned site development plan indicating the location of any and all Improvements, including, specifically, the Dwelling to be constructed on said Lot, the location of all driveways, walkways, decks, terraces, patios, and the relationship of the same to any set-back requirements applicable to the Lot or Dwelling.

(ii) Two (2) copies of a foundation plan, floor plans, and exterior elevation drawings of the front, back, and sides of the Dwelling to be constructed on the Lot.

(iii) Two (2) copies of written specifications of all exterior materials to be used in the construction of the Dwelling on such Lot or any other Improvements thereto, including, without limitation, the type and color of all brick, stone, stucco, roofing, and other materials to be utilized on the exterior of a Dwelling and the color of paint or stain to be used on all doors, shutters, trim work, eaves, and cornices on the exterior of such Dwelling. All selections of materials should be made from the pre-approved list formulated by Developer and its design team.

(iv) Two (2) copies of a landscaping plan, including lighting, prepared and submitted in accordance with the provisions of Section 5.06 below.

(v) Such other plans, specifications, or other information or documentation as may be requested by the ACC.

(vi) A nonrefundable fee of \$200.00 shall be paid upon submission of the initial set of plans for approval and shall be used to cover any expenses incurred during the approval process as well as storage of the plans, which shall be kept in record storage for a minimum of ten years and available for recording of any future request for changes thereto.

The ACC may provide property owners, architects, landscape architects, and contractors with further guidelines for the preparation of the drawings and specifications and the construction of all dwellings.

(c) The ACC shall, in its sole discretion, determine whether the plans and specifications and other data submitted by any Owner for approval are acceptable. One copy of all plans, specifications, and related data so submitted to the ACC shall be retained in the records of the ACC and the other copy shall be returned to the Owner submitting the same marked approved, approved as noted, or disapproved. The ACC shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, designers, engineers, inspectors, and attorneys retained in order to approve such plans and specifications and to monitor and otherwise enforce the terms hereof. Notwithstanding anything provided herein to the contrary, any Owner may make interior improvements and alterations within his Dwelling that do not affect exterior appearance without the necessity or requirement that ACC approval or consent be obtained.

(d) The ACC shall have the right to disapprove any plans specifications upon any ground which is inconsistent with the objectives and purposes of this Declaration, including purely aesthetic considerations, any failure to comply with any of the provisions of this Declaration or the Architectural Standards, failure to provide requested information, objection on the ground of incompatibility of any such proposed improvement with the scheme of development proposed for the Development, objection to the location of any proposed Improvements on any such Lot, objection to the landscaping plan for such Lot or Dwelling, objection to any unapproved color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any Improvement or any other matter which, in the sole judgment of the ACC, would render the proposed Improvement inharmonious with the general plan of development contemplated for the Development. The ACC shall have the right to approve any submitted plans and specifications with conditions or stipulations by which the Owner of

such Lot or Dwelling shall be obligated to comply and must be incorporated into the plans and specifications for such Improvements or Dwelling. Approval of plans and specifications by the ACC for Improvements to one particular Lot or Dwelling shall not be deemed an approval or otherwise obligate the ACC to approve similar plans and specifications or any of the features or elements for the Improvements for any other Lot or Dwelling within the Development.

(e) In the event the ACC fails to approve in writing any such proposed final plans and specifications within Fifteen (15) days after such plans and specifications have been submitted, then the plans and specifications so submitted will be deemed to have been approved.

(f) Any revision, modifications or changes in any plans and specifications previously approved by the ACC must be approved by the ACC in the same manner specified above.

(g) If construction of the Dwelling or the Improvements has not substantially commenced, by clearing and grading, pouring of footing, and commencing framing and other related construction work within One Hundred-Eighty (180) days of approval by the ACC of the plans and specifications for such Dwelling or other Improvements, the plans must be resubmitted for approval.

5.06 Landscaping Approval. No landscaping, grading, excavation, or fill work of any nature shall be implemented or installed by any Owner, other than Developer, on any Lot or Dwelling unless and until landscaping plans therefore have been submitted to and approved by the ACC. The provisions of Section 5.05 above regarding the method that such plans are to be submitted to the ACC, the time for approval or disapproval of the same, and the method of approving modifications or changes thereto shall be applicable to such landscaping plans.

5.07 Construction Without Approval. If (a) any Improvements are initiated, installed, maintained, altered, replaced, or relocated on any Lot or Dwelling without ACC approval of the plans and specifications for the same or (b) the ACC shall determine that any approved plans and specifications for any Improvements or the approved landscaping plans for any Lot or Dwelling are not being complied with, then, in either event, the Owner of such Lot or Dwelling shall be deemed to have violated this Declaration and the ACC shall have the right to exercise any of the rights and remedies set fourth in Section 5.13 below.

5.08 Inspection. The ACC or any agent, employee, or representative thereof may at any reasonable time and from time to time enter upon and inspect any Lot or Dwelling or any Improvements being construct thereon in order to determine whether the approved plans and specifications therefore are being complied with. Any such entry shall not be deemed to be a trespass or any other wrongful act by the ACC.

5.09 Subsurface Conditions. The approval of plans and specifications by the ACC for any Dwelling or other Improvements on a Lot or Dwelling shall not be construed in any respect as a representation or warranty by the ACC or Developer to the Home Builder submitting such plans or to any of the successors or assigns of such Owner that the surface or subsurface conditions of such Lot or Dwelling are suitable for the construction of the Improvements contemplated by such plans and specifications. It shall be the sole responsibility of each

Owner to determine the suitability and adequacy of the surface and subsurface conditions of any Lot or Dwelling for the construction of any contemplated Improvements thereon.

5.10 Limitation of Liability. Notwithstanding anything provided herein to the contrary, neither Developer, the ACC, the HOA, nor any agent, employee, representative, member, shareholder, partner, officer, or director thereof, shall have any liability of any nature whatsoever for any damage, loss, or prejudice suffered, claimed, paid, or incurred by any Owner on account of (a) any defects in any plans and specifications submitted, reviewed, or approved in accordance with the provisions of the Article V, (b) any defects, structural or otherwise, in any work done according to such plans and specifications, (c) the failure to approve or the disapproval of any plans, drawings, specifications, or other data submitted by any Owner for approval pursuant to the provisions of this Article V, (d) the construction or performance of any work related to such plans, drawings, and specifications, (e) bodily injuries (including death) to any Owner, Occupant, or the respective family members, guests, employees, servants, agents, invitees, or licensees, or licensees of any such Owner or Occupant, or any damage to any Dwellings, Improvements, or the personal property of any Owner, Occupant, or the respective family members, guest, employees, servants, agents, invitees, or licensees of such Owner or Occupant, which may be caused by, or arise as a result of, any defect, structural or otherwise, in any Dwellings or Improvements or the plans and specifications therefore or any past, present, or future soil, and/or subsurface conditions, known or unknown (including, without limitation, sink-holes, underground lines, tunnels, and water channels, and limestone formations on or under any Lot or Dwelling), and (f) any other loss, claim, damage, liability, or expense, including court costs and attorneys' fees, suffered, paid, or incurred by any Owner arising out of or in connection with the use and occupancy of any Lot, Dwelling, or any Improvements situated thereon.

5.11 Commencement and Completion of Construction. Upon commencement of construction of any Dwelling, construction work thereon shall be prosecuted diligently and continuously and shall be completed within eight (8) months of the commencement date of said construction, such completion to be evidenced by a certificate of occupancy issued by the appropriate Governmental Authorities.

5.12 Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, Developer, its agents, employees, successors, and assigns, shall have the right and option to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots and/or Dwellings or the development of Lots, Dwellings, and Common Areas, including, without limitation, the installation and operation of sales and construction trailers and offices, sign, and model Dwellings, all as may be approved by Developer from time to time; provided, however, that the location of any construction trailers of any assignees of Developer's rights under this Section 5.12 shall be subject to Developer's approval. The right to maintain and carry on such facilities and activities shall include, without limitation, the right to use Dwellings as models residences and as offices for the sale of Lots and/or Dwellings and for any related activities.

5.13 Enforcement and Remedies. In the event any of the provisions of this Article V are breached or are not otherwise being complied with in all respects by any Owner or Occupant or the respective family members, guests, invitees, agents, employees, or contractors of any Owner or Occupant, then the ACC and the HOA shall have the right, at their option, to (a)

enjoin any further construction on any Lot or Dwelling and require the removal or correction of any work in place which does not comply with the plans and specifications approved by the ACC for such Improvements and/or (b) through their designated agents, employees, representatives, and independent contractors, enter upon such Lot or Dwelling and take all action necessary to extinguish such violation or breach. All costs and expenses incurred by the ACC or the HOA in enforcing any of the provisions of this Article V, including, without limitation, attorneys' fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners, and any other persons involved in the correction of nonconforming work, the completion of uncompleted work, or in any judicial proceeding, together with any other costs or expenses incurred by the ACC or the HOA in causing any Owner or such Owner's contractors, agents, or invitees to comply with the terms and provisions of this Article V, shall be paid by such Owner, shall constitute an individual Assessment to such Owner pursuant to Section 8.06 below and, if the same is not paid when due, shall be subject to the lien provided for in Section 8.09 below and be subject to foreclosure as provided for therein. Notwithstanding anything provided herein to the contrary, the rights and remedies of the ACC and the HOA set forth herein shall not be deemed exclusive of any other rights and remedies which the ACC or the HOA may exercise at law or in equity or any of the enforcement rights specified herein.

5.14 Compliance Certification. The ACC or any authorized representative thereof shall, upon request and at such reasonable charges as may from time to time be adopted by the Board, furnish to an Owner a certificate in writing setting forth whether all necessary ACC approvals have been obtained and whether any Dwelling or Improvement has been constructed in accordance with the provisions of this Declaration.

ARTICLE VI Use and Development Restrictions

6.01 Use Restrictions. Except as otherwise provided to the contrary in Section 5.13 above and in this Section 6.01, each Lot and Dwelling shall be used for single-family residential purposes only with no more than one unrelated person to the Owner permitted to live in the Dwelling, and no trade or business of any kind may be carried on in or from any Lot or Dwelling. The use of any portion of a Dwelling as an office by an Owner shall not be considered a violation of this covenant if such use does not create regular customer, client, or employee traffic. Notwithstanding anything provided in this Section 6.01 to the contrary, the Property or any portion thereof, including, specifically, any Lots constituting any portion of the Property, may be used and developed for (i) any of the uses included in the definition of Common Areas and (ii) any uses permitted under applicable zoning ordinances affecting the Property; provided, however, that in the event any portion of the Property is to be developed or used for any purpose other than Common Areas, or single-family residential purposes, then such use must be approved in writing by the ACC.

6.02 Amenities. The amenities as listed and described hereinafter are those common area that are designed for the use, enjoyment of the Owners, Occupants and their guests, children, grandchildren, family members and invitees. The HOA shall have the responsibility to maintain the function, cleanliness, usability of those amenities as listed, however, **it shall first be the responsibility of the Owners to attend to and assist with all upkeep of those amenities, such that an esprit de corps in the District develops to help care for and promote this premiere Active Adult Neighborhood.**

(a) Clubhouse. The clubhouse is a facility constructed as a common meeting point, a place for social functions and a place for multi-purpose uses, including but not limited to personal fitness, exercise classes, program presentation, cooking classes, receptions, social gatherings of all types and other worthy endeavors as designed for the benefit of the 55+ residents' enjoyment and use, as will foster the intended lifestyle of the community.

(b) Zero Entry Pool. The pool located behind the clubhouse with a view of the lake is designed for ease of entry by the active adults and allows for lap swimming with a maximum depth of 4', such that group water exercise can easily be accommodated. All children, with the exception of grandchildren, less than 14 years of age must evacuate the pool by 12 p.m. daily, so that the 55+ Owners can fully utilize the pool for their intended purposes. No lifeguard will be provided and all persons entering the pool acknowledge that swimming is at their own risk. All persons using the pool are directed to obey the posted rules inside the pool deck fenced area.

(c) Grilling Area. A grilling area is provided as an amenity for the enjoyment of the Owners and their guests and is equipped with two totally stainless steel gas grilles set into a stone counter, designed for minimum maintenance, efficiency and maximum life. The HOA shall pay for the gas required for operation, as well as maintenance and repair of the grills; provided however that the Owners shall take proper measure to clean the grill after each use and to otherwise care for the grills.

(d) Event Lawn. Designed adjacent to the Clubhouse campus with a view of our still waters, the idea of a "green" event lawn, bordered on four sides with a fixed concrete curb for outdoor events for any type social function and designed to accommodate a tent, allows for outdoor events for any size or type social function, offering Owners another dimension to the intended lifestyle at The Springs of Mill Lakes.

(e) X-Grid Pickle Ball Court. The pickle ball court, which is located on the clubhouse campus is an all-weather, multi-colored surface versa grid court, made specifically for rainwater drainage allowing play immediately after a downpour, and is engineered for a non-slip grip for safety and efficient play. Space for a second future court, if needed, is planned and provided for by the HOA.

(f) Recreational Lake. The three-and-a-half-acre upper lake, while nearly a century mature, has been cleaned of excess sediment, shoreline dressed, and the perimeter select cleared for its intent to be enjoyed for its serenity and recreational use of the Owners. A solid concrete dock with two boat slips houses a dingle dual-seat foot paddle boat and will accommodate canoes, kayaks, or any non-motorized watercraft. Grandchildren are encouraged to enjoy the waters under direct supervision of a responsible adult.

(g) Fishing Lake. Given the 16' depth of the Lower Lake, it is a natural body of water for the propagation and development of largemouth bass and bream. Small crafts are permitted with only electric trolling motors allowed.

(h) Paved Walking Trail Upper Lake. In addition to miles of sidewalks on both sides of all streets in the Active Adult Neighborhood, the common areas include a six-foot-wide paved concrete walking trail approximately 1/3 of a mile in length and an elevated wood walk that meanders through the wetlands and follows the shoreline, connects to the clubhouse with

several benches along the way and has a birdwatching station in the wetland area. The trail offers a constant connection with the water, its mysterious water life and the wild Canadian geese and pied-billed grebes that frequent our two lakes.

(i) Garden Plots. A portion of the green space has been dedicated to a gardening area and will include raised garden plots with 6 x 6 treated wood timbers encompassing individual raised beds of 16' x 4', the size enabling access from both size for most plots, beds filled with virgin topsoil from the property, gravel paths in between various beds for access and workability of the plots, a water supply for irrigation by plot owners and all surrounded by a 4' high chain link fence to keep out critters. A onetime charge of \$300.00 will be required to purchase a garden plot which shall be maintained by the plot owner.

6.03 ACC Approval. No Dwellings or other Improvements of any nature whatsoever shall be constructed on any Lot or Dwelling unless such Dwelling and/or Improvements have been approved by the ACC in the manner set forth in Article V above. Prior to commencing any construction-related activities on any Lot (including any grading or clearing), the location of any Dwelling to be constructed thereon shall be set forth on the site development plan for such Lot which must be approved by the ACC pursuant to the provisions of Section 5.05 above.

6.04 Underground Utilities. All utility lines, pipes, conduits, and wiring for electrical, gas, telephone, water, sewer, cable television, security, and any other utility service for any portion of the Property shall be installed and maintained below ground.

6.05 Building Setbacks.

(a) Subject to the provisions of Section 6.05 below, minimum building setback lines for all Dwellings shall be established either (i) by the ACC, (ii) on the recorded subdivision plat for the subdivision of which such Lot is included, or (iii) in the deed from Developer to the Owner of such Lot.

(b) No Dwellings shall be built within the setback areas established in accordance with any of the procedures specified in Section 6.05(a) above. Steps, stoops and porches shall not be deemed a part of the Dwelling for the purpose of determining building setback areas pursuant to this Section 6.05.

6.06 Trees. Unless located within ten (10) feet of a Dwelling or any driveway or sidewalk, no Owner, other than Developer, shall cut, remove, or mutilate any tree, shrub, bush, or other vegetation having a trunk diameter of four (4) inches or more at a point of three (3) feet above ground level, without first obtaining the approval of the ACC; provided, however, that the forgoing shall not be deemed to prohibit the cutting and removal of any dead or diseased trees certified as such by the ACC nor shall the foregoing be deemed to release any Owner from the provisions of Sections 6.08 and 7.01 below. The Home Builder agrees to provide one new tree, of the type or species approved by the ACC, to be planted in the front yard of the Dwelling by the landscape contractor engaged by the Home Builder.

6.07 Minimum Living Space. Minimum Living Space requirements shall be established (i) by the ACC, (ii) on the subdivision plat for the subdivision of which such Lot is included (which may vary for each phase of development), or (iii) in the deed from Developer to the

Owner of a Lot. In no case, shall the minimum living space requirement be less than 1,750 square feet for any Dwelling.

6.08 Landscaping.

(a) The landscaping plan for each Lot or Dwelling in the Development shall be submitted to the ACC for approval pursuant to the provisions of Section 5.05 above, which shall include types of sod approved by the ACC. Each Owner shall, to the extent practicable, attempt to incorporate into the landscaping plan for its Dwelling the natural plant life existing on such Lot and shall otherwise take such steps which would, to the extent practicable, preserve the existing trees, plant life, wild flowers, and natural environment, including natural drainage channels, which exist on such Lot. Each Lot will have its own front and street visible side or rear yard irrigation and sprinkler system to maintain the landscaping systems.

(b) Sodding is necessary on the front, sides and a minimum of 20 feet in the rear of each Lot, unless approved by the ACC as a natural area or unless the same is landscaped with other approved plant life. Shrubbery must be planted in beds, adjacent to house on the front, rear and sides of each house. The plants must be of a sufficient size to look mature against a high foundation. Each front yard will have at least one three inch (3") caliber tree, specified by the ACC planted at pre-approved locations. Any bed material around shrubs other than pine straw must be approved by the ACC.

(c) All landscaping for a Lot shall be completed in accordance with the landscaping plan approved by the ACC no later than thirty (30) days following the issuance of a certificate of occupancy for the Dwelling situated thereon.

(d) No hedge or shrubbery planting which obstructs sight-lines of streets, and roadways shall be placed or permitted to remain on any Lot or Dwelling where such hedge or shrubbery interferes with traffic sight-lines for roadways within the Development. The determination of whether any such obstruction exists shall be made by the ACC, whose determination shall be final, conclusive, and binding on all Owners.

(e) No bird baths, fountains, reflectors, flagpoles, statues, lawn sculptures, lawn furnishings, artificial plants, rock gardens, rock walls, bird houses, or other fixtures and accessories shall be placed or installed within the front or side yards of any Lot or Dwelling.

(f) No vegetable, herb, or similar gardens or plants shall be planted or maintained in the front yard of any Lot or Dwelling.

(g) Seasonal or holiday decoration (e.g., Christmas trees and lights, pumpkins, Easter decorations) shall be promptly removed from each Lot or Dwelling within 10 days as such holiday passes.

(h) Clothes lines for drying laundry are not permitted.

6.09 Roofing, Shingles, Chimneys, Flashing.

(a) The minimum pitch from front to rear on a home shall be no less than 10 on 12. The

minimum pitch for front gables shall be 12 on 12. The shingle type shall be that specified by the ACC as to style, vendor and color selections. All flashing and valley material must be galvanized sheet metal or better quality material.

(b) No solar or other energy collection panel, equipment, or device shall be installed or maintained on any Lot or Dwelling, including, without limitation, the roof of any Dwelling if the same would be visible from any street.

(c) No plumbing or heating vents, stacks, and other projections of any nature shall be placed on the roof on the front of a Dwelling. All such vents, stacks, and any other projections from the roof of any Dwelling shall be located on the rear roof of such Dwelling and shall (i) be painted a similar or complimentary color as the roofing material used for such Dwelling and (ii) to the extent practicable, not be visible from any street.

(d) Chimney and chimney caps are of special design and must be approved by the ACC. No projections of any type shall be placed or permitted to remain above the roof of any Dwelling, except for approved chimneys and vent stacks. The exterior of all chimneys shall be constructed of either brick, stone, stucco, or synthetic plaster (e.g., dryvit) if visible from the street. No cantilevered chimneys or chimneys with siding shall be permitted.

6.10 Exterior Lighting. All exterior lighting for any Dwelling, including, without limitation, free standing lighting and utility (e.g., flood) lights attached to a Dwelling, must be approved by the ACC.

6.11 Exterior Materials and Finishes.

(a) Approved exterior building material finishes for a Dwelling shall include brick, stone, stucco, wood accents, staining, fiber cement board and such other materials as may be approved by the ACC.

(b) All brick, stonework, and mortar, as to type, size, color, and application, must be approved by the ACC. All exterior colors, including, without limitation, the color of all roof shingles, brick, stone, stucco, trim, cornices, eaves, railings, doors, and shutters shall be subject to ACC approval.

(c) No wooden steps or stoops shall be allowed on the front or side of any Dwellings, unless approved by the ACC.

(d) All dwelling first floor elevations must be at least six inches (6") off the ground elevation, defined as that ground elevation at the front door entrance. No elevation on any side of the house can be less than foot (1'). The elevation below the first floor must be finished off in either Brick, Stone or other materials approved by the ACC. No concrete, concrete block, or cinder block shall be used as an exposed building surface.

(e) All fascia and cornices shall be made of wood cement or composite board.

6.12. Garages.

(a) A minimum of a two (2) car attached garage with doors will be required by each

Dwelling. Garage Doors will be of a design that is carriage type or better. Garage doors styles & colors shall be constructed of such materials & colors as are approved by the ACC. Garage doors shall be kept closed at all times except when in use. No garage shall be converted to any use other than for the parking of vehicles therein without the approval of the ACC.

(b) All automobiles owned or used by the Owner or Occupant of any Dwelling and their respective family members shall be parked in garages to the extent garage space is available. Garages shall not be used for storage or for any other purposes or uses which would result in the garage being unavailable for the parking of vehicles therein. No on-street parking of vehicles for more than 24 hours will be permitted.

6.13 Fences. Fences are not required, but if they are built for the rear yard, the ACC must approve the manufacturer, grade, style and color thereof. Any such fence shall have a minimum height of four feet (4') and include a five foot (5') wide gate allowing access for lawn maintenance.

6.14 Windows, Window Treatments, and Doors.

(a) The type, style and color of all windows must be approved by the ACC before construction begins.

(b) The width and height of the doors shall be, as designed by the Architect and as reflected in the floor plan selection. The style of interior doors may be selected by the Owner. Screen doors shall not be used on the front or side of any Dwelling. No aluminum or metal doors with glass fronts (e.g., storm doors) shall be allowed on the front of any Dwelling. Reflective glass shall not be permitted on the exterior of any Dwelling. No foil or other reflective materials shall be installed on any windows or used for sun screens.

(c) Appropriate window treatments shall be used on all windows, as approved by the ACC. Wood Blinds, Shutters or other curtain treatments approved by the ACC may be used. Colors must blend with the outside appearance of the homes, in keeping with the feeling of the development. Sheets, bed linens, blankets, and paper or plastic bags are not appropriate window treatments and will not be permitted.

6.15 Mailboxes. Only one (1) mailbox shall be allowed on any Lot or Dwelling. All mailboxes shall be of the type, design, color, and location as may be established in the Architectural Standards & approved by the ACC. Mailboxes shall contain only the house number of the Lot or Dwelling. The mailbox for each lot shall be specified by the Developer and furnished by the Builder. The location of the mailbox shall be approved by the ACC before installation as approved by the ACC, but no further inscription, paintings, ornaments, or artistry shall be allowed.

6.16 Utilities, Utility Meters and HV AC Equipment.

(a) The Home Builder shall provide gas or electric heating and cooling system, as well as gas water heaters.

(b) All electrical, gas, telephone, and cable television meters, to the extent practicable, shall be located at the rear or side of all Dwellings. All exterior heating, ventilating, and air conditioning compressor units and equipment shall be located, to the extent practicable, at the rear of a Dwelling and if the same are visible from the street such compressor units and equipment shall be screened from public view by landscaping to be approved by the ACC. No window mounted heating or air conditioning units or window fans shall be permitted.

6.17 Satellite Dishes and Antennae. Any satellite dish installed on the Dwelling or Lots shall be located on the side or rear of the Dwelling with best efforts being made to limit the visibility of same from the street. No radio antenna, radio receiver, or other similar device or aerial shall be attached to or installed on any Lot or Dwelling, without the prior written consent of the ACC.

6.18 Driveways and Sidewalks. The Home Builder is responsible for installing the driveway and a five foot (5') sidewalk as approved by the ACC. All driveways and sidewalks for each Lot or Dwelling shall be constructed of concrete and shall to the extent possible have color and finishes as is consistent with other driveways in the Development.

6.19 Outdoor Furniture, Recreational Facilities, and Clotheslines.

(a) Any furniture kept in or on the front, rear or side yards or areas of a Lot or Dwelling shall be maintained at all times in a neat and clean manner.

(b) Firewood piles shall be located only at the rear of a Dwelling and shall be screened by appropriate landscaping from view from streets and, to the extent practicable, from adjacent Lots and Dwellings.

(c) Toys, swing sets, jungle gyms, and other outdoor and recreational equipment and appurtenances shall be allowed only at the rear of a Dwelling and shall, to the extent practicable, be located so that the same are not visible from any street. Trampolines are prohibited.

(d) Basketball backboards shall not be permitted.

(e) Outside clotheslines or other outside facilities for drying or airing clothes are prohibited on any Lot or Dwelling. No clothing, rugs, or other items shall be hung, placed, or allowed to remain on any railing, fence, or wall.

(g) Barbecue grills or other types of outdoor cooking equipment and apparatus shall be located only at the rear of a Dwelling and, to the extent practicable, shall not be visible from the street.

(h) Wood carvings, plaques, and other types of homecrafts shall not be permitted in the front yards of any Lot or Dwelling nor shall any of the foregoing items be attached to the front or side of any Dwelling. All bird feeders, wood carvings, plaques, and other types of homecrafts shall be located so as to not be visible from any street.

6.20 Pets and Animals. No animals, livestock, birds, or poultry of any kind shall be kept,

raised, or bred by any Owner upon any Lot, Dwelling, or other portion of the Development; provided, however, that not more than two (2) dogs or cats (or a combination of one dog and one cat) may be kept and maintained on a Lot so long as they are not kept for breeding or commercial purposes. No pet shall be allowed to make an unreasonable amount of noise or become a nuisance. No structure or area for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Areas; all such structures or areas shall be located at the rear of a Dwelling, shall not be visible from any street, and shall be constructed of materials and of a size approved by the ACC. Dogs and cats shall not be allowed to roam unattended within the Development; all dogs shall be kept and maintained within fenced or walled areas on a Lot or Dwelling, as approved by the ACC or otherwise under leash. Each Owner shall be liable to the HOA for the costs of repairing any damage to the Common Areas caused by the pet of such Owner or Occupant. When walking a dog through the Development, the Owner is responsible for cleaning up behind it. The Board shall have the right from time to time to promulgate rules and regulations governing keeping the pets within the Development, including the right to assess fines for violations of such rules and regulations, but only as a last resort.

6.21 Trash, Rubbish, and Nuisances.

(a) No trash, garbage, rubbish, or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Development nor shall any nuisance or odors be permitted to exist or operate upon or arise from any Lot or Dwelling which would render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using, occupying, or owning any other Lots or Dwellings within the Development. Noxious or offensive activities shall not be carried on, in or from any Lot or Dwelling or in any part of the Common Areas, and each Owner and Occupant shall refrain from any act or use of a Lot or Dwelling which would cause disorderly, unsightly, or unkept conditions, result in the cancellation of or increase in insurance coverage or premiums for any portion of the Development or be in violation of any law, statute, ordinance, rule, regulation, or requirement of any Governmental Authority. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, other than security and fire alarm devices used exclusively for such purposes, shall be located, used, or placed upon any Lot or Dwelling or other portion of the Development; provided, however, that the foregoing shall not apply to Developer or to the use of any of the foregoing devices within any recreational areas of the Common Areas such as swimming pools. Any Owner or Occupant or any of the respective family members, guests, invitees, servants, agents, employees, or contractors of such Owner or Occupation who dumps, places, or allows trash or debris to accumulate on the Owner's Lot, Dwelling, or on any other portion of the Development shall be liable to the HOA for all costs incurred by the HOA to remove the same. This provision applies to any Home Builder during construction of the Dwelling and each Home Builder must have a trash container on site during construction and the site must be cleaned and cleared of trash and left over materials on a daily basis. The intent of this provision is to maintain an orderly and clean community at all times.

(b) Trash, garbage, and any other refuse or waste shall not be kept on any Lot or Dwelling except in sanitary containers or garbage compactor units. Trash cans and containers shall at all times be kept at the rear of or inside a Dwelling and shall be screened from view from streets and adjacent Lots and Dwellings by appropriate landscaping or fencing approved by the ACC; provided, however, that trash cans and containers can be moved to the front or side

yard of any Dwelling on trash collection days for such Lot or Dwelling.

(c) No outdoor burning of trash, garbage, leaves, wood, shrubbery, trees or other materials shall be permitted on any Lot, Dwelling, or other portion of the Development except during initial construction by the Home Builder.

6.22 Recreational Vehicles and Machinery and Equipment.

(a) Mobile homes, motor homes, trailers of any kind, campers, vans, motorcycles, motorized carts and all-terrain vehicles, lawn mowers, tractors, tools, construction machinery and equipment of any nature, golf cars, UTVs, ATVs, boats and any other type of watercraft, including boat trailers, and any other similar types of vehicles, machinery, or equipment shall not be permitted stored or allowed to remain on any Lot or Dwelling unless the same is placed, stored, and maintained within the dwelling. The Common Areas shall not, unless expressly permitted by the HOA, be utilized for the parking or storage of any of the foregoing vehicles, recreational vehicles, machinery, or equipment.

(b) Each Lot or Dwelling shall provide for adequate off-street parking (i.e Driveway and garage). Vehicles shall be parked only in driveways constructed in accordance with the provisions of Section 6.19 above or in garages constructed in accordance with the provisions of Section 6.13 above. Vehicles shall not be parked on any landscaped or natural areas of a Lot or Dwelling.

(c) Any vehicle which is inoperable shall be immediately removed from the Development. No Owner or Occupant shall repair or restore any vehicle, machinery, or equipment of any kind upon or within any Lot or Dwelling or within any portion of the Common Areas, except (i) within enclosed or (ii) for minor service work or emergency repairs and then only to the extent necessary to enable the immediate movement thereof to a proper repair facility located outside of the Development.

(d) The Board shall have the right at any time and from time to time to adopt rules and regulations with respect to the keeping, storage, parking, operation, use, or maintenance of mobile homes, tractors, equipment, machinery, trailers (with or without wheels), motor homes, trucks (other than pick-up trucks), commercial vehicles of any type, campers, motorized campers or trailers, boats or other watercraft, boat trailers, motorcycles, motorized bicycles, all-terrain vehicles, motorized go-carts, and other forms of transportation.

6.23 Signage. No signs or advertising posters of any kind shall be maintained or permitted within any windows or on the exterior of any Lot or Dwelling or elsewhere on any portion of the Property without the express written permission of the ACC. The approval of any signs and posters, including, without limitation, political campaign signs and name and address signs, shall be upon such conditions as may from time to time be determined by the ACC. Notwithstanding the foregoing (a) the restrictions set forth in this Section 6.24 shall not be applicable to Developer or to any signs erected pursuant to Section 6.27(c) below and (b) Developer and the HOA shall have the right, but not the obligation, to erect and maintain reasonable and appropriate signs on any portions of the Common Areas and within those easement areas established in Section 3.06 above.

6.24 Above Ground Tanks and Wells. No exposed above-ground tanks for the storage of fuel, water, or any other substances shall be located on any Lot or Dwelling or within any of the Common Areas. No private water wells may be drilled or maintained and no septic tanks or similar sewage facilities may be installed or maintained on any Lot or Dwelling.

6.25 Temporary Structures. No temporary house, trailer, shack, tent, barn, shed, stable, poultry house or yard, rabbit hut, tree house, or other outbuilding or structure of any kind shall be permitted, constructed, installed, or allowed to remain on any Lot or Dwelling; provided, however, that the foregoing shall not be deemed to prohibit (a) temporary structures for social functions as may be permitted by the rules and regulations of the Board of the HOA, (b) dog houses for not more than two (2) dogs so long as such dog houses are visibly screened from view from all streets and adjacent Lots or Dwellings, and/or the park; and (c) construction trailers and/or sales offices erected or placed on any part of the Property by Developer pursuant to Section 5.12 above.

6.26 Construction of Improvements.

(a) During the construction of any Improvements or Dwelling, (i) all Lots and Dwellings shall be maintained in a clean condition, free of debris and waste material, (ii) all unused construction materials shall be stored, to the extent practicable, out of view from any street, and (iii) all construction trash, debris, and rubbish on each Lot shall be properly disposed of outside the Development at least weekly. In no event shall any used construction materials be buried on or beneath any Lot, Dwelling, or any other portion of the Development. No Owner shall allow dirt, mud, gravel, or other substances to collect or remain on any street. Each contractor, subcontractors, laborers, and suppliers shall cause all such dirt, mud, gravel, and other substances to be removed from the treads and wheels of all vehicles, used in or related to the construction of Improvements on a Lot or Dwelling prior to such vehicles traveling on any streets within the Development.

(b) During the construction of any Improvements or Dwellings, construction equipment and the vehicles of all contractors, subcontractors, laborers, material-men, and suppliers shall (i) utilize off-street parking, where possible, and (ii) not damage trees or other vegetation on such Lot which, pursuant to the provisions of Section 6.06 above, are to be preserved. All erosion control systems must be installed by the Home Builder and maintained properly.

(c) The size, shape, type, color and location of any and all signs, banners or flags to be posted on a Lot must be approved by the ACC. In no event shall any signage authorized by this Section be attached, nailed, or otherwise adhered to any tree or other plant life on a Lot.

(d) Other than required by the needs of the Developer and where such equipment is being used regularly, no construction trucks, equipment, or machinery, including any trailers used for the transportation of construction equipment or machinery shall be parked overnight on any streets or roads within the Development. Upon completion of construction of any Improvements or any Dwelling, all construction machinery, tools and equipment, all unused construction materials, and all trash, debris, and rubbish shall be immediately removed from the Lot or Dwelling and such Lot or Dwelling shall be kept and maintained in a proper and clean condition.

(e) All Dwellings and any other Improvements shall be constructed in compliance with the

Architectural Standards and all applicable federal, state, county, and local laws, ordinances, rules, regulations, and zoning and building code requirements. Each Home Builder shall be solely responsible for obtaining from the appropriate Governmental Authorities all necessary permits and licenses and otherwise paying all required fees for the construction of any Improvements on such Owner's Lot. Each Owner shall also be responsible for strict compliance with the Architectural Standards and all applicable watershed protection, soil erosion, and other governmental requirements, both during and after completion of construction of any Improvements on such Owner's Lot.

6.27 Subdivision. No Lot may be subdivided or resubdivided without the prior written approval of the ACC; provided, however, that the provisions of this Section 6.28 shall not be applicable to Developer.

6.28 Interval Ownership No Lot or Dwelling shall be sold or owned under any time-sharing, time-interval, or similar right-to-use programs.

6.29 Swimming Pools. Swimming pools and outdoor hot tubs may be constructed, installed, and maintained on any Lot or Dwelling subject to the prior written approval of the plans for the same by the ACC and the restrictions contained herein. Above-ground pools shall not be permitted. The ACC shall have the right to adopt further rules and regulations governing the construction of swimming pools and hot tubs.

6.30 Compliance with Governmental Regulations. Each Owner and Occupant shall at all times comply with all applicable laws, Ordinances, Statutes, Rules, regulations, requirements and code provisions of the Governmental Authorities.

6.31 Additional Regulations. In addition to the restrictions set forth in this Declaration, the (i) ACC shall have the right, in its sole discretion, from time to time and at any time to adopt, modify, and amend the Architectural Standards in order to impose such other, further, or different requirements or restrictions which shall be binding on all Owners. Lots, and Dwellings, including the adoption of additional or more specific requirements and restrictions governing the improvement and use of any Lot or Dwelling, and (ii) Board of the HOA shall have the right from time to time and at any time to adopt, modify, and amend such rules and regulations as the Board, in its sole discretion, determines to be in the best interests of all Owners, which rules and regulations shall be binding on all Owners, Lots, and Dwellings.

6.32 Variances. The ACC, in its sole and absolute discretion, shall have the exclusive right to grant variances with respect to the provisions of Article V above and this Article VI with respect to any Lot or Dwelling. Any variance request submitted to the ACC shall be in writing and, upon approval of the same by the ACC shall be evidenced by a written variance executed by either the chairman or vice chairman of the ACC. The provisions of Section 5.03 above concerning meetings, a quorum of members, and the number of votes necessary to approve action taken by the ACC shall be binding upon the ACC in any matters regarding the granting of variances.

6.33 Enforcement and Remedies. In the event any of the provisions of this Article VI are breached or are not otherwise being complied with in all aspects by any Owner or Occupant or the respective family members, guests, invitees, agents, employees, or contractors of any

Owner or Occupant, then the HOA or the ACC shall each have the right, at their option, to (a) enjoin such violation or noncompliance and/or (b) through their designated agents, employees, representatives, and independent contractors enter upon such Lot or Dwelling and take all action necessary to extinguish or correct such violation or breach. All costs and expenses incurred by the ACC or the HOA in enforcing any of the provisions of this Article VI, including, without limitation, attorneys' fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners, and any other persons involved in the correction of any noncompliance or the removal of such violation or in any judicial proceeding, together with any other costs or expenses incurred by the ACC or the HOA in connection therewith, shall be paid by such Owner who has violated or breached any of the provisions of this Article VI, shall constitute an individual Assessment to such Owner pursuant to Section 8.06 below and, if the same is not paid when due, shall be subject to the lien provided for in Section 8.09 below, and be subject to foreclosure as provided for therein. Notwithstanding anything provided herein to the contrary, the rights and remedies of the ACC and the HOA set forth herein shall not be deemed exclusive of any other rights and remedies which the ACC or the HOA may exercise at law or in equity or any of the enforcement rights specified herein.

ARTICLE VII Maintenance Responsibilities

7.01 Responsibilities of Owners.

(a) Unless specifically identified herein as being the responsibility of the HOA, the maintenance and repair of all Lots, Dwellings, all other Improvements situated thereon or therein shall be the responsibility of the Owner of such Lot or Dwelling. Each Owner shall be responsible for maintaining all portions of the Lot up to the edge of the roadway (including the sidewalk) and the Improvements thereon (including both inside and outside of the Dwelling) in a neat, clean, and sanitary condition. Such responsibilities shall include, without limitation, maintaining at all times appropriate paint and stain finishes on all Dwellings and other Improvements and reroofing or replacing roofing shingles when the same become worn or would be replaced by a prudent Owner. No exterior changes, alterations, or Improvements shall be made to any Lot or Dwelling without first obtaining the prior written approval of the same from the ACC.

(b) Each Lot or Dwelling, as the case may be, shall be landscaped in accordance with plans and specifications submitted to and approved by the ACC pursuant to Section 5.06 above. All areas of any Lot or Dwelling which are not improved by the construction of a Dwelling thereon shall at all times be maintained by the Owner in a fully and well kept landscaped condition utilizing ground cover and/or shrubbery and trees. The maintenance obligations set forth in this Section 7.01(b) shall apply to all portions of a Lot or Dwelling up to the edge of the pavement of any roadway abutting such Lot or Dwelling and shall be binding upon the Owner of each Lot or Dwelling at all times, either prior, during, or after the construction of any Improvements thereon. Mowing of grass is to be performed by the HOA and access shall be with ease at all times to the lawn caretaker. The Owner shall be responsible for trimming and otherwise maintaining all hedges, shrubs, trees, vines, and any other vegetation of any type on their Lot at regular intervals in order to maintain the same in a neat, safe, and attractive condition. Trees, shrubs, vines, plants, and other vegetation which die shall be

promptly removed and replaced with living plants of like kind and quantity. Dead vegetation, stumps, weeds, rubbish, debris, garbage, and waste materials shall be promptly removed from any Lot or Dwelling and properly disposed of outside of the Development. If an Owner fails to maintain the landscaping and maintenance of their yard, the HOA will notify the owner and it must be corrected within 7 days. If not, the HOA may take steps to care for the landscape and charge the owner the costs to do so plus a fine of \$150 for each occurrence.

(c) No Owner shall (i) decorate, change, or otherwise alter the appearance of any portion of the exterior of a Dwelling or the landscaping, grounds, or other improvements within a Lot unless such decoration, change, or alteration is first approved, in writing, by the ACC as provided in Sections 5.05 and 5.06 above, or (ii) do any work which, in the reasonable opinion of the ACC, would jeopardize the soundness and safety of the Development, reduce the value thereof, or impair any easement or hereditament thereto, without in every case obtaining the prior written approval of the ACC.

7.02 Responsibilities of HOA.

(a) Except as may be otherwise provided herein to the contrary and subject to the provisions of Section 4.08 above, the HOA shall, to the extent it has received sufficient sums from the Owners through the Monthly Dues and/or HOA Assessments, (i) maintain and keep in good repair and condition all portions of the Common Areas, which responsibility shall include the maintenance, repair, and replacement of improvements made by Developer or the HOA within any of the Common Areas or within any of the easements encumbering the Lots as provided in Article III above, which are a part of the Common Areas and which are not maintained by a public authority, public service district, public or private utility, or other person, (ii) maintain the front and side lawns, as well as any easily and readily accessible back lawn, of each Lot, by cutting and edging the grass, and (iii) maintain all lakes and ponds situated within or upon the Common Areas, and other water areas and facilities constructed by the Developer or the HOA, wherever located within the Development so long as the same is utilized for the benefit of the Development. The HOA shall not be liable for injuries or damage to any person or property (1) caused by the elements, Act of God, or any Owner or other person, (2) resulting from any surface or subsurface conditions which may at any time affect any portion of the Property caused by rain or other surface water which may leak or flow from any portion of the Common Area onto a Lot or Dwelling, or (3) resulting from thief, burglary, or other illegal entry into the Development, any Lot or Dwelling thereof. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the HOA to take some action or perform some function required to be taken by or performed by the HOA hereunder or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the HOA or from any action taken by the HOA to comply with any requirements of the Governmental Authorities.

(b) In the event that the Board of the HOA determines that (i) any maintenance, cleaning, repair, or replacement for which the HOA is responsible hereunder is caused by the willful or negligent act of an Owner or Occupant, or their respective family members, guests, servants, employees, invitees, or contractors, and the costs of such maintenance, cleaning, repair, or replacement are not paid in full from insurance proceeds, if any, received by the HOA with respect thereto, then, in either event, the HOA, in addition to the exercise of any of the rights and remedies set forth in this Declaration, may give such Owner written notice of the HOA's

intent to provide such necessary maintenance, cleaning, repair, or replacement, at the sole cost and expense of such Owner and setting forth in reasonable detail what action is deemed necessary. Except in the event of emergency situations, such Owner shall have fifteen (15) days within which to complete the same in a good and workmanlike manner or, if the same is not capable of completion within such fifteen (15) day period, to commence such maintenance, cleaning, repair, or replacement and to proceed diligently with the completion of the same in a good and workmanlike manner. In the event of emergency situations or the failure by any Owner to comply with the provisions hereof after such notice, the HOA may provide (but shall not be obligated to provide) any such maintenance, cleaning, repair, or replacement at the sole cost and expense of such Owner and said cost shall be a personal obligation of such Owner, shall constitute an individual Assessment to such Owner, and shall be subject to the lien and foreclosure rights granted pursuant to Section 8.09 below.

Article VIII Homeowners Association Dues and Assessments

8.01 Dues, Assessments and Creation of Lien. Each Owner of a Lot or Dwelling, by acceptance of a deed or other instrument conveying any interest therein, regardless of whether such deed or instrument contains a reference to this Declaration, is hereby deemed to covenant and agree to pay to the HOA: (a) Monthly Dues, as established and to be collected as provided in Section 8.04 below, (b) special Assessments, to be established and collected as provided in Section 8.05 below, and (c) individual assessments against any particular Lot or Dwelling which are established or assessed pursuant to the terms of this Declaration, including, but not limited to, any fines as may be levied or imposed against such Lot or Dwelling in accordance with the provisions herein (collectively, the "Assessments"). All Assessments, together with late charges and interest as provided in Section 8.09 (a) below, and all court costs and attorneys fees incurred by the HOA to enforce or collect such Assessments, shall be an equitable charge and a continuing lien upon each Lot or Dwelling for which the Owner thereof is responsible for the payment of the same, which lien may be enforced in the manner provided in Section 8.09(c) below. Each Owner shall be personally liable for the payment of all Assessments coming due while he is the Owner of a Lot or Dwelling and his grantee shall take title to such Lot or Dwelling subject to the equitable charge and continuing lien therefore, but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee to the HOA which were the legal obligations of the grantor. All Assessments, together with late charges and interest at the Applicable Rate, as specified in Section 8.09(a) below, court costs, and attorneys' fees incurred with respect thereto by the HOA, shall also be a personal obligation of the person who was the Owner of the Lot or Dwelling at the time such Assessments and other costs and charges were assessed or incurred. In the event of co-ownership of any Lot or Dwelling, all of the co-Owners shall be jointly and severally liable for the entire amount of such Assessments. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of the HOA. All Assessments shall be payable in all events without offset, diminution, or abatement by reason of fire or other casualty or any taking as a result of, in lieu of or in anticipation of the exercise of the right of eminent domain, condemnation, or by private purchase in lieu thereof with respect to any Lot, Dwelling, Common Areas, or any other portion of the Development or any other cause or reason of any nature.

8.02 Purpose of HOA Dues. The Monthly Dues provided for herein shall be used for the general purposes of promoting the recreational, health, safety, welfare, common benefit, and

enjoyment of the Owners and Occupants of the Development and otherwise for the general upkeep and maintenance of the Development, including, specifically, the Common Areas and any Improvements thereto, all as may be more specifically authorized from time to time by the Board of the HOA.

8.03 Uniform Rate of Assessments. Assessments, as described in Sections 8.04 and 8.05 below, shall be assessed against each Lot or Dwelling in the Development at a uniform rate, with the Owner of each Lot or Dwelling being required to pay his pro rata portion of such aggregate Monthly Dues and/or special Assessments, as determined by a fraction, the numerator of which shall be the total Lots or Dwellings owned by such Owner and the denominator of which shall be the total number of Lots and Dwellings in the Development at the time such Monthly Dues are computed or Assessment is levied. Each Lot and Dwelling shall be subject to equal Monthly Dues and special Assessments.

8.04 Computation of Monthly HOA Dues.

(a) Notwithstanding anything provided to the contrary in this Declaration, the Monthly HOA Dues for each Lot and Dwelling in the Development will be assessed and paid to the HOA at the time of closing of each Lot from the Builder to the Owner. At the time of the home sale the Owner of the Dwelling, shall be responsible for a prorated monthly assessment in the amount of One Hundred Seventy-Five and no/100ths Dollars (\$175.00). Thereafter Monthly HOA Dues shall be due and payable without notice thereof by the Owner on the first day of each month. In addition, the purchaser of any Dwelling in the Development shall be required to remit funds for a one time Lifetime Investment Contribution of \$400 (Four Hundred Dollars) to the HOA Operating Account at closing.

The foregoing shall not limit or restrict any special Assessments levied pursuant to Section 8.05 below (with the approval of a majority of the Owners as provided therein) or any individual Assessments levied in accordance with the provisions of Section 8.06 below.

(b) The Board of the HOA shall determine and approve annually an annual budget covering the estimated Common Expenses for the Development for the upcoming year, such budget to include a capital contribution or reserve account if necessary for the capital needs of the HOA. The amount set forth in such budget shall constitute the aggregate amount of Monthly Dues and each Owner shall pay his pro rata share of the same as provided in Section 8.03 above. A copy of the budget setting forth the amount of Monthly Dues to be levied against the Lots and Dwellings for the following year shall be delivered to each Owner.

(c) In the event the budget for any year after the first year results in the Owners being liable for the payment of Monthly Dues the increase of which exceeds (without regard to proration or adjustment as provided in Section 8.08 below) the greater of either (i) ten percent (10%) of the total Monthly Dues payable for the entire immediately preceding calendar year or (ii) the percentage increase in the United States Consumer Price Index or any successor index thereto for January of the current year over the index for January of the first year then the budget and the amount of the aggregate Monthly Dues shall be presented for approval of the Owners at the annual meeting of the HOA and must be approved by the vote of a majority of the Owners who are voting in person or by proxy at such meeting. In the event the amount of the aggregate Monthly Dues does not exceed the limitations set forth above or until such time as a majority of the Owners have approved such increase in the amount of the aggregate Monthly Dues, then the budget approved by the Board for the then current fiscal year shall be

implemented, subject to the restrictions and limitations set forth above on the amount of increase in aggregate Monthly Dues.

(d) If any budget or the amount of total Monthly Dues collected by the HOA at any time proves to be inadequate or insufficient for any reason to fully pay all costs and expenses of the HOA and all Common Expenses, then Developer shall be responsible for this deficit, until such time as there are sufficient property Owners to cover the deficit, provided however that when all Lots are sold, the Developer is no longer responsible for any deficit funding or any common expense.

Then the Board may call a meeting of the HOA for the purpose of approving special Assessments as provided in Section 8.05 below. If the actual amount of aggregate Monthly Dues collected in any one year exceeds the actual costs incurred for Common Expenses for such year, the excess shall be retained by the HOA as a reserve for subsequent years Common Expenses.

(e) The Common Expenses to be funded by the annual Assessments may include, but shall not be limited to, the following:

(i) Salaries, fringe benefits, and other compensation paid and out-of-pocket expenses reimbursed by the HOA for its employees, agents, officers, and any third party contractors;

(ii) Management fees and expenses of administration, including legal and accounting fees, incurred by the HOA;

(iii) Utility charges for any utilities serving any of the Common Areas and charges for other common services for the Development, including, without limitation, trash collection and security services;

(iv) The costs of any insurance policies purchased for the benefit of the HOA as required or permitted by this Declaration, including, without limitation, fire, flood, and other hazardous coverage, public liability coverage and such other insurance coverage as the Board determines to be in the best interest of the HOA, including errors and omissions insurance, directors and officers liability insurance, and any other liability insurance coverage for the benefit of the HOA, the members of the Board, any officers, employees, agents, or representatives of the HOA or for any of the members of the ACC;

(v) The expenses of maintaining, operating, repairing, and replacing any portions of the Common Areas for which the HOA is responsible, including, without limitation, which maintenance and repair obligation shall include mowing of the yards of each Dwelling, landscaping of the clubhouse and monumental entry only, cleaning, trash pick-up and removal.

(vi) Expenses of maintaining, operating, and repairing all Amenities and facilities serving the Development which the Board determines from time to time would be in the best interest of the HOA to so maintain, operate, and/or repair;

- (vii) The expenses of the ACC which are not defrayed by plan review charges;
- (viii) Ad valorem real and personal property taxes assessed and levied upon any of the Common Areas;
- (ix) All other fees, costs, and expenses incurred by the HOA in accordance with the terms and provisions of this Declaration or which the Board, in its sole discretion, determines to be appropriate to be paid by the HOA, including, without limitation, taxes and governmental charges not separately assessed against Lots or Dwellings; and
- (x) The establishment and maintenance of a reasonable reserve fund or funds (1) for inspections, maintenance, repair, and replacement of any portions of the Common Areas for which the HOA is responsible to inspect, maintain, repair, or replace on a periodic basis, (2) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds, and (3) to cover unforeseen operating contingencies or deficiencies arising from unpaid Monthly Dues as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board.

8.05 Special Assessments. In addition to the Monthly Dues authorized in Section 8.04 above and the Special Assessments authorized in Sections 9.01 (b) and 9.03 (a) (i) below, the Board of the HOA may levy in any year special Assessments for Common Expenses or any extraordinary costs incurred by the HOA; provided, however, that any such special Assessments (other than special Assessments levied pursuant to Sections 9.01 (b) and 9.03 (a) (i) below) shall be approved by a majority of the votes of the Owners who are voting in person or by proxy at the meeting called for the purpose of adopting special Assessments pursuant to the provisions of Section 8.07 below. The Board may make such Special Assessments payable in one lump sum or in installments over a period of time which may be in the Board's sole discretion and may extend beyond the then fiscal year in which said special Assessments are levied and assessed. Special Assessments shall be levied against and payable by each Owner in accordance with the provisions of Section 8.03 above.

8.06 Individual Assessments. Any expenses of the HOA occasioned by the conduct of less than all of the Owners or by any Owner or Occupant, or the respective family members, agents, guests, servants, employees, invitees, or contractors of any Owner or Occupant, shall be specially assessed against such Owners and their respective Lots or Dwellings (the "Individual Assessment"). The Individual Assessments provided for in this Section 8.06 shall be levied by the Board and the amount and due date of such Individual Assessment shall be specified by the Board in a notice to such Owner. The provisions of this Section 8.06 shall apply without limitation to any individual Assessments levied pursuant to any other provision hereof.

8.07 Notice of Meetings and Quorum.

(a) Written notice of the annual meeting of the HOA, as well as any other meeting called for the purpose of taking any action authorized in this Article VIII shall be sent to all Owners not less than ten (10) days nor more than fifty (50) days in advance of such meetings. With respect to annual meetings, the presence in person or by proxy of Owners entitled to cast

over 50 % of all the votes of the HOA shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement but the required quorum at the subsequent meeting shall be the presence in person or by proxy of Owners entitled to cast at least one-third (1/3) of the total votes of the HOA. At such time as a quorum is obtained, the vote of a majority of the Owners who are voting in person or by proxy at such meeting shall be required to approve any matter in which all of the members of the HOA are entitled to vote, including any increase in the amount of aggregate Monthly Dues in excess of the limitations specified in Section 8.04(c) above.

(b) With respect to all other meetings of the members of the HOA, including specifically, meetings pursuant to which special Assessments are to be levied upon each Lot or Dwelling pursuant to Section 8.05 above, there shall be no specific requirement establishing a quorum and the vote of a majority of the Owners who are voting in person or by proxy at any such special meeting shall be binding on all of the members of the HOA.

8.08 Date of Commencement of Monthly Dues. The Monthly Dues provided for herein shall commence to each Dwelling on the day on which each Dwelling is conveyed to a purchaser by the Home Builder at closing and shall be due and payable in such manner and on such schedule as may be established from time to time by the Board of the HOA. Monthly Dues and any outstanding special Assessments shall be adjusted for each Dwelling according to the due date of monthly HOA payments properly pro-rated monthly. Notwithstanding anything provided herein to the contrary, Developer shall not be, responsible for the payment of Monthly Dues or special Assessments on any Lots which it owns in the Development. Furthermore, for so long as Developer is the Owner of any Lot or Dwelling within the Development, Developer shall have the option to either pay Monthly Dues on Lots owned by Developer or fund any, deficits which may exist between the aggregate amount of Monthly Dues assessed to all other Owners and the actual costs incurred by the HOA for Common Expenses for the Development. At such time as Developer no longer has any interest in any Lot within the Development, Developer shall have no further obligation of any nature to pay any Assessments or otherwise fund any deficits relating to the Common Expenses or the Common Areas.

8.09 Effect of Non-Payment; Remedies of the HOA. Each Owner of a Lot or Dwelling is and shall be deemed to covenant and agree to pay to the HOA all Assessments provided for herein. In the event any Assessments or any portion thereof are not paid when due the same shall be subject to a late charge in an amount determined and uniformly applied by the Board from time to time and the Owner of such Lot or Dwelling shall be deemed in default herewith. In the event any Assessments or any portion thereof are not paid within thirty (30) days after the due date of the same, then the unpaid portion of the Assessment shall accrue simple interest at ten percent (10 %) per annum from and after the thirtieth (30th) day from the due date until the same is paid in full. In the event the HOA employs an attorney or otherwise takes any legal action in attempting to collect any amounts due from Owner, such Owner agrees to pay all attorneys' fees, court costs, and all other expenses paid or incurred by the HOA. The lien and equitable charge upon each Lot or Dwelling for Assessments as provided above shall also include all late charges, interest at the Applicable Rate and all attorneys' fees, court costs, and all other expenses paid or incurred by the HOA in attempting to collect any unpaid Assessments.

(b) In the event any Assessments or other amounts due to the HOA are not paid by any Owner when the same comes due, then, in addition to all other rights and remedies provided at law or in equity, the HOA, acting through its Board or through any of its officers or authorized representatives, may undertake any or all of the following remedies:

(i) The HOA may commence and maintain a suit at law against an Owner to enforce such charges and obligations for Assessments, and any such judgment rendered in any such action shall include the late charge and interest at the Applicable Rate as specified in Section 8.09(a) above, together with attorneys' fees, court costs, and all other expenses paid and incurred by the HOA in collecting such unpaid Assessments; and/or

(ii) The HOA may enforce the lien created pursuant to Section 8.01 above in the manner hereinafter provided.

(c) There is hereby created a continuing lien on each Lot and Dwelling, with power of sale, which secures the payment to the HOA of any and all Assessments levied against or upon such Lot or Dwelling, all late charges and interest at the Applicable Rate assessed pursuant to Section 8.09(a) above and all attorneys' fees, court costs, and all other expenses paid or incurred by the HOA in collecting any Assessments. If any Assessments remain unpaid for more than sixty (60) days, then the HOA, through its Board or any officer or authorized representative thereof, may, but shall not be obligated to, make written demand on such defaulting Owner, which demand shall state the date and amount of delinquency. Each default shall constitute a separate basis for a demand and claim of lien, but any number of defaults may be included in a single demand. If such delinquency is not paid in full within ten (10) days after the giving of such demand or, even without giving demand, the HOA may file a claim of lien and perfect its lien against the Lot or Dwelling of such delinquent Owner, which claim shall be executed by any member of the Board of the HOA or any officer of the HOA, contain the following information, and be recorded in the Probate Office of Lee County, Alabama:

(i) The name of the delinquent Owner;

(ii) The legal description and street address of the Lot or Dwelling upon which the lien claim is made;

(iii) The total amount claimed to be due including late charges, interest at the Applicable Rate, collection costs, and attorneys' fees incurred to date and a statement, if applicable, that such charges and costs shall continue to accrue and be charged until full payment has been received; and

(iv) A statement that the claim of lien is made by the HOA pursuant to this Declaration and is claimed against such Lot or Dwelling in an amount equal to that stated therein.

The lien provided for herein shall be in favor of the HOA, shall be for the benefit of all other Owners (other than those Owners in default), and may be foreclosed in the same manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, as the same may be modified or amended from time to time. The HOA shall have the right and power to bid at any such foreclosure sale and to purchase, acquire, hold, lease, mortgage, convey, and sell any such Lot or Dwelling. Each Owner, by acceptance of a deed to any Lot

or Dwelling, shall be deemed to (1) grant to and vest in the HOA and/or its agents the right and power to exercise the power of sale granted herein and foreclose the lien created herein, (2) grant to and vest in the HOA and/or its agents the right and power to bring all actions against such Owner personally for the collection of all amounts due from such Owner, (3) expressly waive any objection to the enforcement and foreclosure of the lien created herein, and (4) expressly waive the defense of the statute of limitations which may be applicable to the commencement of any such suit or action for foreclosure.

8.10 Subordination of Lien. Notwithstanding anything provided herein to the contrary, the lien for Assessments and other charges authorized herein with respect to any Lot or Dwelling in the Development is and shall be subordinate to the lien of any Mortgage held by an Institutional Mortgagee, but only to the extent that the Mortgage held by any such Institutional Mortgagee is recorded in the Probate Office of Lee County, Alabama, prior to the filing of a claim of lien by the HOA pursuant to Section 8.09(c) above. When an Institutional Mortgagee exercises its foreclosure rights provided in its Mortgage and acquires title to or sells to a third party its interest in any Lot or Dwelling, then such Institutional Mortgagee or its purchaser or transferee at such foreclosure sale shall (a) not be liable for any Assessments or other charges incurred prior to the date of transfer or acquisition of title by foreclosure so long as the Mortgage held by such Institutional Mortgagee was recorded in the Probate Office of Lee County, Alabama, prior to the filing of a claim of lien by the HOA pursuant to Section 8.09(c) above, but (b) be liable for all Assessments and other charges levied, assessed, or incurred with respect to such Lot or Dwelling from and after the date of such foreclosure sale. The foregoing shall not relieve any Owner whose Lot or Dwelling has been foreclosed from the personal obligation to pay all Assessments and any other charges levied, assessed, or incurred by the HOA, and the HOA shall have the right to pursue all rights and remedies against a defaulting Owner notwithstanding the foreclosure of a Mortgage by an Institutional Mortgagee on such Owner's Lot or Dwelling.

8.11 Certificates. The HOA or any officer or authorized representative thereof shall, upon request and at such reasonable charges as may from time to time be adopted by the Board, furnish to any Owner a certificate in writing setting forth whether the Assessments for which such Owner is responsible have been paid and if not paid, the outstanding amount due and other costs and expenses due from such Owner. Such certificate shall be conclusive evidence of payment of any Assessments stated therein.

ARTICLE IX

Casualty, Condemnation, and Insurance

9.01 Damage or Destruction to Common Areas.

(a) In the event of any damage or destruction to any of the Common Areas by fire or other casualty, then, subject to the terms and provisions of this Article IX, the HOA shall promptly repair, replace, and restore the damaged portions of the Common Areas to the conditions to which they existed immediately prior to such fire or other casualty.

(b) Notwithstanding anything provided in Section 9.01(a) above, in the event the amount of insurance proceeds, if any, recovered as a result of such damage or destruction is insufficient to fully repair, replace, and restore the damaged portions of the Common Areas, and such deficiency cannot be appropriated from a reserve fund as may have been established for such

purpose, then the Board of the HOA may levy a special Assessment against all Owners, without the necessity of a vote of the Owners approving or disapproving the same pursuant to Sections 8.05 and 8.07 above, which such special Assessment shall be in an amount sufficient to provide funds to pay the remaining costs necessary to repair, replace, or restore the Common Areas to the condition as existed immediately prior to such fire or other casualty. Such special Assessment shall be levied against each Owner equally as provided in Section 8.03 above. Further special Assessment may be made by the Board, without the necessity of a vote of the Owners approving or disapproving the same, at any time during or upon completion of any such repair, replacement, or restoration of the Common Areas if funds are insufficient to cover the costs of such repair or restoration. Any and all insurance proceeds received by the HOA on account of any damage to or destruction of any of the Common Areas or any sums paid to the HOA under or by virtue of such special Assessments shall be held by and for the benefit of the HOA and shall be disbursed by the HOA in payment for the costs of such repair or restoration in such manner as may be determined by the Board of the HOA. In no event shall the Owner or Mortgagee of any Lot or Dwelling be entitled to any portion of the proceeds of insurance payable as a result of the damage to or destruction of any portion of the Common Areas. Special Assessment for reasons herein before described can be as required depending on the frequency of a catastrophe.

9.02 Damage or Destruction to Lots and Dwellings. In the event of any fire or other casualty which damages or destroys any portion of any Lot or Dwelling, then the Owner of such damaged Lot or Dwelling shall promptly repair and otherwise restore such Lot or Dwelling to the condition to which the same existed immediately prior to such fire or other casualty; provided, however, that any such restoration or repair shall be subject to compliance with all of the terms and provisions set forth in Article V above and all then applicable rules, regulations, statutes, and ordinances of the Governmental Authorities. Any such restoration or repair shall be commenced within one hundred eighty (180) days following the occurrence of such fire or other casualty.

9.03 Condemnation of Common Areas.

(a) In the event of the taking of all or any portion of any of the Common Areas as a result of, in lieu of, or in anticipation of the exercise of the right of eminent domain, condemnation, or by private purchase in lieu thereof, then the award from such taking or sale in lieu thereof shall be paid to the HOA and shall be disbursed or held as follows:

(i) To the extent the Common Areas subject to such taking can either be restored or replaced, then, to the extent practicable, the Board of the HOA is hereby empowered, authorized, and directed to take such action, including the purchase of any remaining lands within the Development or the utilization of any other Common Areas within the Development, to restore, rebuild, or replace, as the case may be, those portions of the Common Areas subject to such taking. If the award is insufficient to fully defray the cost of such repair or replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, then the Board of the HOA may levy a special Assessment against all Owners, without the necessity of a vote of the Owners approving or disapproving the same pursuant to Sections 8.05 and 8.07 above, which such special Assessments shall be in an amount sufficient to provide funds to pay the remaining costs of repair, restoration, or reconstruction. Such special Assessments shall be levied against each Owner as provided in Section 8.03 above. Further special Assessments may be made by the Board without the

necessity of a vote of the Owners approving or disapproving the same at any time during or upon the completion of any such repair, replacement, or restoration of the Common Areas if the award received as a result of such taking is insufficient to pay the costs of such repair or restoration.

(ii) To the extent the Common Areas subject to such taking cannot be restored or replaced or additional lands within the Development cannot be purchased by the HOA in order to repair, replace, or restore the Common Areas so taken or if the Board of the HOA shall determine that the portions of the Common Areas so taken should not be replaced or restored, then in any such event, the net award from such taking shall be retained by and for the benefit of the HOA.

(b) If any portion of the award from any taking remains after restoration or replacement of any of the Common Areas, the remainder of such award shall be retained by and for the benefit of the HOA, without any claim thereto by any Owner. Except as specifically provided in Section 9.03 (c) below, no Owner or Mortgagee of any Lot or Dwelling shall be entitled to any portion of the award made to the HOA as a result of the taking of any portion of the Common Areas.

(c) If such taking or sale in lieu thereof includes all or any part of a Lot or Dwelling and also includes any part of the Common Areas, then the award from such taking shall be equitably apportioned in accordance with the decision of a court of competent jurisdiction and such award shall be disbursed separately to the HOA and to the Owners so affected by such taking; provided, however, that the Owners of any Lot or Dwelling which is subject to any such taking and the Board of the HOA may mutually agree on the amount of such apportionment, which mutual agreement shall be binding on all Owners.

9.04 Condemnation of Lots or Dwellings. In the event that all or any portion of a Lot or Dwelling is taken as a result of, in lieu of, or in anticipation of the exercise of the right of eminent domain, condemnation, or by private purchase in lieu thereof, then, to the extent practicable, the Owner of such Lot or Dwelling shall promptly repair, reconstruct, rebuild, and otherwise restore the remaining portions of the Lot or Dwelling as nearly as practicable to the condition to which the same existed immediately prior to such taking; provided, however, that any such restoration shall be subject to all of the terms and conditions set forth in Article V above and all then applicable rules, regulations, statutes, and ordinances of the Governmental Authorities. In the event the restoration of such Lot or Dwelling is impracticable or would otherwise violate any of the terms and provisions of this Declaration, then such Owner shall promptly clear away any remaining Improvements damaged or destroyed by such taking and shall leave such Lot or Dwelling and any remaining Improvements thereon in a clean, orderly, safe, and sightly condition.

9.05 Insurance.

(a) The Board of the HOA shall have the authority to obtain and maintain at all times adequate property and casualty insurance in such form as the Board deems appropriate for the benefit of the HOA insuring all insurable Improvements in and to the Common Areas, including by not limited to the clubhouse, pool and pool deck, against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism, and

malicious mischief, which coverage shall be in an amount, with such insurance carriers, at such costs, and with such deductibles as the Board, in its sole discretion, may determine.

(b) The Board shall have the authority to obtain and maintain in effect at all times such public liability insurance coverage covering all of the Common Areas and any damage or injury caused by the negligence of the HOA, its Board, and all members, officers, agents, and employees thereof, in such amounts, with such insurance carriers, at such costs, and with such deductibles as Board, in its sole discretion, may deem necessary or desirable.

(c) The Board shall have the right and authority to obtain workman's compensation insurance, employer's liability insurance, and all other types of insurance required by law, including, without limitation, errors and omissions and directors and officers liability insurance coverage, in such amount, with such insurance carriers, at such costs, and with such deductibles as the Board, in its sole discretion; may determine.

(d) All insurance coverage authorized hereunder shall be written in the name of the HOA and all costs thereof, including premiums therefore and any deductible paid in connection with a claim against said insurance policies, shall be a Common Expense. To the extent the same may be obtained at a nominal cost, all such policies shall contain a waiver of subrogation clause pursuant to which the insurer waives any claims against the Developer, the HOA, the members of the Board, and all officers, agents, and employees of the HOA, including the manager for the Development and the HOA, the Owners and the family members, servants, agents, tenants, and guests of the Owners and shall also name Developer as an additional insured.

(e) Each Owner shall be solely responsible for obtaining and maintaining public liability, property damage, title, and all other types of insurance with respect to his Lot and Dwelling. The Board may require all Owners to carry public liability insurance with respect to their respective Lots and Dwellings and to furnish copies or certificates thereof to the HOA. Each Owner, by acceptance of a deed or other instrument conveying any interest in any Lot or Dwelling, does hereby waive and release Developer, the ACC, the HOA, and their respective agents, employees, representatives, partners, shareholders, members, officers, and directors, from any and all liabilities or damage covered by (or which should be covered by) fire and casualty (e.g., homeowners and/or builder's risk) insurance and general liability insurance which any Owner maintains, even if such loss or damage has been caused by the fault or negligence of any of the foregoing persons or parties.

ARTICLE X

Term and Amendments

10.01 Term. The terms, covenants, conditions, and restrictions set forth in this Declaration shall run with and bind all of the Property, shall inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, personal representatives, Administrators, successors, and assigns, and shall be and remain in effect for a period of fifty (50) years from and after the date hereof, after which time this Declaration shall be automatically renewed and extended for successive, and continuous periods of ten (10) years each. Unless, at any time after fifty (50) years from the date hereof, an agreement executed by the Owners of at least two-thirds (2/3) or more of the Lots or Dwellings within the Development agreeing to terminate or modify this Declaration has been recorded in the Probate Office of Lee County, Alabama; provided, however, that the rights of way and easements established, granted, and

reserved in Article III hereof shall continue and remain in full force and effect for the time periods and duration specified therein.

10.02 Amendment by Developer. For so long as Developer owns any Lot within the Development, Developer may amend this Declaration by a written instrument filed and recorded in the Probate Office of Lee County, Alabama, without obtaining the approval of any Owner or Mortgagee; provided, however, that except as otherwise provided in Section 10.04 below (a) in the event any amendment proposed by Developer materially and adversely alters or changes any Owner's rights to the use and enjoyment of the Owner's Lot or Dwelling or materially and adversely affects the title to any Lot or Dwelling, then such amendment shall be valid only upon the written consent thereto by fifty percent (50 %) of all of the Owners (including Developer who shall have the voting rights attributable to all Lots or Dwellings owned by Developer) or (b) in the event any such proposed amendment by Developer would materially and adversely affect the title and interest of any Institutional Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Institutional Mortgagees affected thereby. Any amendment made pursuant to this Section 10.02 shall be certified by Developer and shall be effective upon recording of the same in the Probate Office of Lee County, Alabama. Each Owner, by acceptance of a deed or other conveyance to a Lot or Dwelling, and each Mortgagee, by acceptance of a Mortgage on any Lot or Dwelling, agrees to be bound by all amendments permitted by this Section 10.02 and further agrees that, if requested to do so by Developer, such Owner and Mortgagee will consent to the amendment of this Declaration or any other instrument relating to the Development if such amendment is (i) necessary to bring any provision hereof into compliance, or conformity with the provisions of any law, ordinance, statute, rule, or regulation of any applicable Governmental Authority or the judicial decision of any state or federal court, (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots or Dwellings, (iii) required by any Institutional Mortgagee in order to enable such Institutional Mortgagee to make a Mortgage loan on any Lot or Dwelling, or (iv) necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on any Lots or Dwellings within the Development.

10.03 Amendments by HOA. Amendments to this Declaration, other than those authorized by Section 10.02 above, shall be proposed and adopted by the HOA in the following manner:

(a) At any annual or special meeting of the members of the HOA, an amendment to this Declaration may be proposed by either the Board of the HOA or by any Owners present in person at such meeting. Any such proposed amendment must be approved by the Owners holding at least two-thirds (2/3) of the total votes in the HOA; provided, however, that (i) any amendment which materially and adversely affects the security, title, or interest of any Institutional Mortgagee must be approved by such Institutional Mortgagee, (ii) during any period in which Developer owns a Lot in the Development, then Developer must approve such proposed amendment, and (iii) to the extent the proposed amendment affects any of the matters described in Section 10.04 below, then the provisions of Section 10.04 below shall be applicable to such proposed amendment.

(b) Any and all amendments which have been approved in accordance with the provisions of Section 10.03(a) above shall be executed by all parties whose consent to the same is required, including the Owners holding at least two-thirds (2/3) of the total votes in the HOA; provided, however, that in the alternative, the sworn statement of the President of the HOA

or by the Chairman of the Board stating unequivocally that the agreement of the requisite number of Owners was lawfully obtained may be attached to and incorporated into such amendment without joinder of any Owners. Any such amendment shall be effective upon recording of the same in the Probate Office of Lee County, Alabama.

10.04 Restrictions on Amendment. Notwithstanding anything provided in the Declaration to the contrary, in no event may any amendment to Sections 2.02, 2.04, 2.05, 3.01 through 3.06, 5.02, 5.10, 5.12, 6.01, 6.25, 6.27, 8.03, 8.04, 10.02, 10.03, 10.04 and 12.01 hereof or any other provisions of this Declaration which require Developer's consent or approval be effective unless the same is consented to in writing by Developer. The consent of Developer to any such proposed amendment may be withheld in the sole discretion of Developer, with or without any reason.

ARTICLE XI Enforcement

11.01 Authority and Enforcement. In addition to the provisions of Sections 5.13, 6.33, 6.23(a), 6.34, 7.02(b), and 8.09 above, in the event any Owner or Occupant or their respective agents, contractors, or invitees violates any of the provisions of this Declaration, the Architectural Standards, the Certificate of Formation, the Bylaws, or any rules and regulations adopted by the Board of the HOA from time to time, the Board shall have the power to (i) impose reasonable monetary fines which shall constitute an equitable charge and a continuing lien upon the Lot and Dwelling and shall be a personal obligation of such Owner which is guilty of such violation, (ii) suspend an Owner's right to vote in the HOA, or (iii) suspend an Owner's or Occupant's right (and the right of such Owner's or Occupant's family members, guests, and tenants) to use any of the recreational facilities located in or upon the Common Areas, and the Board shall have the power to impose all or any combination of any of the foregoing sanctions. Any such suspension of rights may be for the duration of the infraction.

11.02 Procedure. In the event any of the terms or provisions of this Declaration, the Architectural Standards, the Certificate of Formation, the Bylaws, or any rules and regulations of the HOA are violated by any Owner or Occupant, or the respective agents, contractors or invitees of any Owner or Occupant, the Board shall not impose a fine, suspend voting rights, or infringe upon or suspend any other rights pursuant to Section 11.01 above unless written demand to cease and desist from an alleged violation shall be served upon the Owner responsible for such violations which demand shall specify:

(i) The alleged violation:

(ii) The action required to abate such violation: and

(iii) A time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the Architectural Standards, the Certificate of Formation, the Bylaws, or any of the rules and regulations of the HOA may result in the imposition of sanctions. The foregoing procedure shall only be applicable to the enforcement rights specified in Section 11.01 above

and shall not apply to the exercise of any of the rights and remedies specified, in any other section or provision of this Declaration.

11.03 Nonexclusive Remedies. Notwithstanding anything provided to the contrary in this Declaration, the authority, enforcement, and procedural rights set forth in this Article XI are in addition to and shall not be deemed to limit the other rights and remedies set forth in this Declaration or which the HOA, acting through the Board, would have the right to exercise at law or in equity.

ARTICLE XII Miscellaneous Provisions

12.01 Control by Developer. NOTWITHSTANDING ANYTHING PROVIDED TO THE CONTRARY IN THIS DECLARATION, THE CERTIFICATE OF FORMATION, THE BYLAWS OR IN ANY OTHER DOCUMENT OR INSTRUMENT RELATING TO THE DEVELOPMENT, DEVELOPER HEREBY RETAINS THE RIGHT TO APPOINT AND REMOVE ANY MEMBER OR MEMBERS OF THE BOARD OF THE HOA AND ANY OFFICER OR OFFICERS OF THE HOA AS PROVIDED BY AND FOR THE PERIOD OF TIME SET FORTH IN SECTION 4.02 ABOVE. Each Owner, by acceptance of a deed or other conveyance of any interest in a Lot or Dwelling, agrees that Developer shall have the authority to appoint and remove members of the Board and officers of the HOA in accordance with the foregoing provisions of this Section 12.01 and the provisions of Section 4.02 above. At such time as Developer no longer owns any interest in any Lot or Dwelling within the Development, a special meeting of the HOA shall be called within a reasonable time thereafter at which time the Owners shall elect a new Board which shall undertake the responsibilities of the Board, and Developer shall deliver all books, accounts, and records of the HOA, if any, which Developer has in its possession.

12.02 Legal Expenses. In addition to all other rights and remedies set forth herein, in the event either the ACC, its agents or representatives, or the Board, its agents and representatives, undertake any legal or equitable action which either of them deem necessary to abate, enjoin, remove, or extinguish any violation or breach of this Declaration, then all costs and expenses incurred by either of them, including, without limitation, attorneys' fees and court costs, in enforcing any of the terms, provisions, covenants, or conditions of this Declaration shall be paid for by the Owner against whom such action was initiated. The ACC, its agents and representatives, and the Board, its agents and representatives, are each hereby authorized to take any and all legal or equitable action as may be necessary under the circumstances to restrain or enjoin any such violation or breach or to otherwise seek monetary damages as a result of any expenses incurred by either the ACC or the HOA to cure such violation or breach.

12.03 Severability. If any provision of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

12.04 Captions and Headings. The captions and headings contained in this Declaration are for convenience of reference only and shall not be used in the construction or interpretation of any provisions of this Declaration.

12.05 Pronouns and Plurals. All personal pronouns used in this Declaration, whether used in the masculine, feminine, or neuter gender, shall include all other genders. The use of the singular tense shall include the plural and the use of the plural shall include the singular.

12.06 Binding Effect. The terms and provisions of this Declaration shall be binding upon each owner, Occupant, and Mortgagee and the respective heirs, executors, administrators, personal representatives, successors, and assigns of each Owner, Occupant, and Mortgagee, and shall inure to the benefit of Developer, the ACC, the HOA, all of the Owners, and their respective Mortgagees and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

12.07 Conflict or Ambiguity. In the event of any conflict or ambiguity in the terms and provisions of this Declaration, the general rules of construction against one party as a result of that party having drafted this Declaration are hereby waived by each Owner and, to the fullest extent allowed by law, no conflicts or ambiguity shall be resolved in favor or to the advantage of one party as opposed to another in interpreting any ambiguity or conflict contained herein.

12.08 No Reverter. No restriction or provision hereof is intended to be or shall be construed as a condition subsequent or a possibility of reverter in favor of Developer nor shall any provision be deemed to vest any reversionary interest in Developer.

12.09 Interpretation. In all cases, the provisions set forth and provided for in this Declaration shall be construed together and given that interpretation or construction which in the opinion of Developer or the Board, will best effect the intent of the general plan of development for the Property. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication so as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes, which are less restrictive. The effective date of this Declaration shall be the date hereof. This Declaration shall be construed under and in accordance with the laws of the State of Alabama.

12.10 Rights of Third Parties. This Declaration shall be recorded for the benefit of Developer, the HOA, the Owners, and their respective Mortgagees, and by such recording, no other adjoining property owner or third party shall have any right, title, or interest whatsoever in the Development or its operation and continuation, in the enforcement of any of the provisions of this Declaration, or the right to consent to or approve any amendment or modification to this Declaration.

12.11 No Trespass. Whenever the HOA, Developer, the ACC, and their respective agents, employees, representatives, successors, and assigns are permitted by this Declaration to enter upon or correct, repair, clean, maintain, or preserve or do any other action within any portion of a Lot or Dwelling, the entering thereon and the taking of such action shall not be deemed a trespass.

12.12 No Partition. Each Owner hereby waives any right to seek or obtain judicial partition of any portion of the Development.

12.13 Reservation of Rights. Notwithstanding anything provided herein to the contrary, no sale, transfer, conveyance, lease, pledge, encumbrance, or other hypothecation of any Lot or Dwelling by Developer to a third party shall constitute or be deemed a transfer of any of the rights reserved herein to Developer unless express reference is made in such instrument of conveyance to the specific rights created in this Declaration which Developer is transferring to any such third party.

12.14 Standards for Review. Whenever in this Declaration Developer, the HOA, or the ACC has the right to approve, consent to, or require any action be taken pursuant to the terms hereof, such approval, consent or required action shall, except as otherwise specifically provided herein to the contrary, be given or withheld in the sole and absolute discretion of Developer, the HOA, or the ACC, as the case may be.

12.15 Oral Statements. Oral statements or representations by Developer, the HOA, the ACC, or any of their respective employees, agents, representatives, successors, or assigns shall not be binding on Developer, the HOA, or the ACC.

12.16 Notices. Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States Mail postage prepaid. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the HOA or, if no such address has been so designated, at the address of such Owner's respective Lot or Dwelling within the Development. All notices to the HOA or to the ACC shall be delivered or sent in care of Developer to the following address:

Chapman H, LLC
P.O. Box 2488
Auburn, AL 36830

or to such other address as the HOA or ACC may from time to time specify in a notice to the Owners. All notices to Developer shall be sent or delivered to Developer at the above address or to such other addresses as Developer may notify the HOA.

12.17 Assignment. Subject to the provisions of Section 12.13 above, Developer and the ACC shall each have the right to assign any and all of the rights, powers, reservations and duties contained herein to any person or entity who shall thereupon have the same rights, power, reservations, and duties as Developer and the ACC respectively.

12.18 Further Assurances. Each Owner covenants and agrees to execute, sign, and deliver, or cause to be executed, signed, and delivered and to otherwise do or make, or cause to be done and made, any and all agreements, instruments, papers, deeds, acts, or things, supplemental, conformity, or otherwise, which may be reasonably requested by Developer, the HOA, or the ACC for the purpose of or in connection with clarifying, amending, or otherwise consummating any of the transactions and matters herein.

12.19 No Waiver. All rights, remedies, and privileges granted to Developer, the HOA, and the ACC pursuant to the terms and provisions of this Declaration shall be deemed to be cumulative, and the exercise of anyone or more of such rights, remedies, or privileges shall not be deemed to constitute an election of remedies nor shall it preclude the party exercising

the same, or any other party, from pursuing such other and/or additional rights, remedies, or privileges as may be available to such party at law or in equity. The failure at any time to enforce any covenant or restriction set forth herein shall in no event be deemed a waiver of the right thereafter to enforce such covenant or restriction.

IN WITNESS WHEREOF, Developer has caused this Declaration to be duly executed as of the day and year first above written.

Chapman H, LLC, an Alabama limited liability company

By: _____
Allen C. Harris, Sole Member

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned, a notary public in and for said County in said State hereby certify that Allen C. Harris, whose name as the Sole Member of Chapman H, LLC, 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 said instrument, he as such officer and with full authority executed the same voluntarily on for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 2016.

(NOTARY SEAL)

Notary Public
My Commission Expires: _____

**AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE SPRINGS OF MILL LAKES**

This Amendment to the Declaration of Covenants, Conditions and Restrictions of The Springs of Mill Lakes (the "Amendment") is made as of the __ day of May, 2017 by Chapman H, LLC, an Alabama limited liability company (the "Developer").

WHEREAS, pursuant to Paragraph 10.02 of the Declaration of Covenants, Conditions and Restrictions of The Springs of Mill Lakes recorded in Book 2498 at Page 841 in the Office of the Judge of Probate of Lee County, Alabama (the "Covenants"), the Developer is amending the Covenants to more accurately reflect the intended use and enjoyment of the Common Areas and to state the current amount of the monthly Assessment to be paid by each Owner to the HOA pursuant to Article VIII.

NOW THEREFORE, the Developer does hereby amend the Covenants in the following respects, with Capitalized terms not defined herein having the meaning given said term in the Covenants:

1. Sections 1.02 and 6.02(f) are hereby amended in order to include a boat dock and slips for personal use by Owners and each is restated in their entirety to provide as follows:

Section 1.02 Active Adult Neighborhood: The term Active Adult Neighborhood shall specifically refer to The Springs of Mill Lakes, and shall consist of approximately 66½ acres covering the vast majority of the site as shown in Exhibit A. The neighborhood is designed for the 55+ adult sector, many of whom seek an active lifestyle, and includes numerous natural and constructed amenities, including but not limited to, clubhouse with large exercise area, spacious catering kitchen for events, great room with ballroom dance floor, flex space for any function, storage, outdoor zero entry pool, grilling area, spacious pool deck, event lawn designed tent compatible, x-grid pickle ball court, upper 3½ acre lake for recreation, concrete boat docks for personal boats such as canoes, kayaks and paddleboats, lower 3½ acre lake managed & stocked with bass and bream, paved walking trail around the upper lake, garden plots for those who wish, all utilities underground, fiber optic capability into the home, sidewalks both sides of streets; the specific amenities, clubhouse and such fashioned for our 55+ active adults.

Section 6.02 Amenities, (f) Recreational Lake: The three-and-a-half-acre upper lake, while nearly a century mature, has been cleaned of excess sediment, shoreline dressed, and the perimeter select cleared for its intent to be enjoyed for its serenity and recreational use of the Owners. A solid concrete dock with two boat slips will accommodate personal canoes, kayaks, paddleboats or any non-motorized watercraft. Grandchildren are encouraged to enjoy the waters under direct supervision of a responsible adult

2. Section 8.04 (a), with regard to Monthly HOA Dues, is amended to provide that the initial assessment for Monthly HOA Dues shall be One Hundred Seventy-Five and no/100ths Dollars (\$175.00).

3. In all other respects, except as specifically provided herein, the Covenants remain in full force and effect; and all of the provisions which are not hereby amended remain binding on all present and future Owners.

IN WITNESS WHEREOF, Developer has caused this Amendment to Declaration to be duly executed as of the day and year first above written.

DEVELOPER:

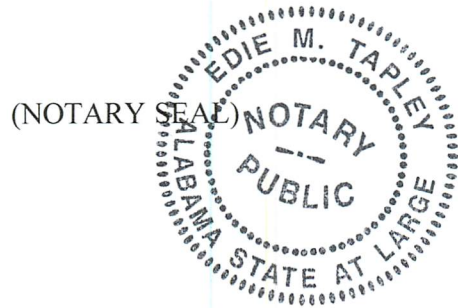
Chapman H, LLC, an Alabama limited liability company

By: *Allen C. Harris*
Allen C. Harris, Sole Member

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned, a notary public in and for said County in said State hereby certify that Allen C. Harris, whose name as the Sole Member of Chapman H, LLC, 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 said instrument, he as such officer and with full authority executed the same voluntarily on for and as the act of said corporation.

Given under my hand and official seal, this the 5th day of May, 2017.



Edie M. Tapley
Notary Public
My Commission Expires: Oct. 6, 2019

Book/Pg: 2511/636
Term/Cashier: AAPJCDK04 / ED
Tran: 18261.263088.351326
Recorded: 05-09-2017 10:19:46
REC Recording Fee
Total Fees: \$ 11.00

11.00



Upcoming Approved Amendments to the HOA Covenants

1. Landscaping

Shrubbery on sides of homes

- **Section 6.08 Landscaping, (b):** Shrubbery must be planted in beds, adjacent to house on the front and rear of each house, with a wrap around both sides of the front. Regarding corner lots, shrubbery shall be planted in beds on the full side of the home adjacent to the road. Additionally, shrubbery shall be utilized as utility screens.

Sodding of embankments on applicable homesites

- **Section 8.04 Computation of Monthly HOA Dues, (e) (v):** The expenses of maintaining, operating, repairing, and replacing any portions of the Common Areas for which the HOA is responsible, including, without limitation, which maintenance and repair obligation shall include mowing of the yards of each Dwelling, including sodded embankments on applicable homesites, and pruning of the builder provided trees for the first 2 to 3 years, landscaping of the clubhouse and monumental entry only, cleaning, trash pick-up and removal.
- **Section 7.01 Responsibility of Owners, (b):** Mowing of grass is to be performed by the HOA, as provided in Section 8.04 (e) (v). Access to all shall be with ease at all times to the lawn caretaker.

2. Fencing

- **Section 6.13 Fences:** Fences are not required, but if they are built for the rear yard, they shall be decorative aluminum in black color only, and the ACC must approve the manufacturer, grade, style and color thereof. Any such fence shall have a minimum height of four feet (4') and include a five foot (5') wide gate allowing access for lawn maintenance.