
**FIRST AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS**

FOR

CEDAR SPRINGS STATION

Dated: December __, 2020

This Instrument Prepared by:

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**THIRD AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS**

FOR

CEDAR SPRINGS STATION SUBDIVISION

THIS THIRD AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS (the “Declaration”) is made on the date hereinafter set forth by Cedar Springs Station Association, Inc. (the “Association”)

BACKGROUND STATEMENT

WHEREAS, the real property described in Article II § 1 hereof was subjected to the provisions of that certain Declaration of Restrictions, Conditions and Covenants for Cedar Springs Station, Madison County, Alabama, recorded on August 10, 1998 at Book 0926 Page 0848 in the Office of the Judge of Probate of Madison County, Alabama (the “Original Declaration”).

WHEREAS, pursuant to Article 30(d) of the Original Declaration, the Original Declaration was amended by that certain Declaration of Restrictions, Conditions and Covenants for Cedar Springs Station, Madison County, Alabama, Phase Four, recorded on August 9, 2004, at Document no. 20040809000287990 in the Office of the Judge of Probate of Madison County, Alabama (the “Amended Declaration.”)

WHEREAS, the Association caused to be recorded the Bylaws, Declaration of Restrictions, Conditions, and Covenants for Cedar Springs Station, Madison, County, Alabama, recorded on February 20, 2020, at Document no. 2020-00013006 in the Office of the Judge of Probate of Madison County, Alabama (the “Second Amended Declaration”).

WHEREAS, the Second Amended Declaration was not recorded pursuant to the authority granted by Article 30(d) of the Amended Declaration (granting amendment authority to the ACC) or pursuant to the authority granted by Article 31 of the Amended Declaration (granting amendment authority to the majority of the owners), and so the Second Amended Declaration is VOID.

WHEREAS, pursuant to Article 31 of the Amended Declaration, and accompanied by signatures of a majority of the current lot owners in the Community, the Association hereby records this Third Amended and Restated Declaration of Protective Covenants for Cedar Springs Station Subdivision. (the “Declaration”). The Association intends by this Declaration to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of property subject to, or hereinafter subject to, these protective covenants. The Association desires to establish a method for the maintenance, preservation, use and enjoyment of the property that is now or hereafter subjected to this Declaration.

WHEREAS, The undersigned hereby declares that the property described in Exhibit “A”, attached hereto, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration, and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner and occupant of all or any portion thereof.

ARTICLE I **DEFINITIONS**

Unless the context shall prohibit, certain words used in this Declaration shall have the meanings set forth as follows:

1. “Assessments” shall mean either a General, Special or Specific Assessment.
2. “Association” shall mean and refer to Cedar Springs Station Homeowners Association, Inc., an Alabama nonprofit corporation, formed under the laws of the State of Alabama, its successors and assigns.
3. “Association Expenses” shall mean and include the actual and estimated expenses of operating the Association, both for general and parcel purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to the Declaration, the Articles of Incorporation, and the Bylaws.
4. “Board of Directors” or “Board” shall mean the governing body of the Association, and the Board shall have the duties as provided in the Declaration, the Bylaws, and the Articles of Incorporation.
5. “Bylaws” shall refer to the Bylaws of the Association, as such may be amended from time to time.
6. “Certificate of Occupancy” shall mean any required certification issued by the appropriate governmental authorities as a prerequisite to occupancy of any Residence.
7. “Common Area” shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners and Occupants, whether located within or without the boundaries of the Community, and shall include, but not be limited to, the real property, and improvements thereon, designated as Common Area on the recorded plats subject to this Declaration, as such may be re-subdivided from time to time.

8. “Community” shall mean and refer to that certain real property and interests therein described in Exhibit “A,” attached hereto.
9. “Declaration” shall mean the Declaration of Restrictions, Conditions and Covenants for Cedar Springs Station, Madison County, Alabama, as such document may be amended.
10. “General Assessments” shall mean assessments levied on an annual basis for Association Expenses determined by the Board to benefit all Owners and Occupants. Such assessments shall be allocated among all Residences in the Community.
11. “Lot” shall mean the platted and subdivided land within the recorded plats subject to this Declaration, designated by Lot and Block to be sold and conveyed to an Owner for the use by Owner of constructing a single family “Residence” on said lot as platted, subdivided and designated.
12. “Majority” means those eligible voters, Owners, or other group as the context may indicate, totaling fifty-one percent (51%) or more of the total eligible number.
13. “Member” shall mean a person that is a member of the Association as provided in this Declaration.
14. “Mortgage” means any mortgage, deed of trust, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.
15. “Mortgagee” shall mean the holder of a Mortgage.
16. “Occupant” shall mean any person occupying all or any portion of a Residence or other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.
17. “Owner” shall mean the record owner, whether one (1) or more Persons, of the fee simple title to any real property located within the Community, including contract sellers, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation and excluding contract purchasers, their subsequent grantor, successor or assign.
18. “Person” means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.
19. “Residence” shall mean a portion of the Community designated on an approved layout plan or subdivision plat, as more particularly described below, for any type of independent use and occupancy as a residence by a single family. A residence shall include all portions of the land owned, as well as any structure thereon, as described above. A residence shall come into existence when a Certificate of Occupancy for the residence is first issued by the proper governing authority.

20. “Special Assessment” shall mean an assessment levied on the Owner of a Residence by the Board which is in addition to the General Assessment, which is assessed pro rata among all Owners.
21. “Specific Assessment” shall mean an assessment levied on the Owner of a Residence by the Board which is in addition to a General Assessment, for a specific purpose, on either a pro rata or non-pro rata basis among some or all of the Owners.

ARTICLE II
PROPERTY SUBJECT TO DECLARATION

1. **Property Hereby Subjected to this Declaration.** The real property which is, by the recording of this Declaration, subject to the covenants and restrictions hereinafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration is the real property described in Exhibit “A,” attached hereto and by reference made a part hereof.

ARTICLE III
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. **Membership.** Every Owner shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership. The Association shall be composed of the Owners and the Board it elects through its Bylaws as it may establish.
2. **Voting.** Owners shall be entitled to one (1) vote for each Residence owned. When more than one (1) Person holds an ownership interest in any Residence, the vote for such Residence shall be exercised as those Owners themselves determine. In the event of a dispute, the vote shall be suspended if more than one (1) Person seeks to exercise it. Those Owners of property, if any, which is exempt from Assessments as provided in Article IV § 12 hereof are Members of the Association and are subject to the provisions of this Declaration, but are not Owners of Residences and shall not, therefore, be entitled to vote. An Owner’s right to vote may be suspended as provided in Article IX § 3 of this Declaration.

ARTICLE IV
ASSESSMENTS

1. **Purpose of Assessment.** The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefits, and enjoyment of the Owners and Occupants in the Community, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

2. **Type of Assessments.** Each Owner of any Residence, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) General Assessments; (b) Special Assessments which are such assessments to be established and collected as hereinafter provided in Section 6 of this Article; and (c) Specific Assessments against any particular Residence which are established pursuant to the terms of this Declaration, including, but not limited to, those assessments established by Section 11 of this Article, and Article V § 2, and reasonable fines as may be imposed in accordance with the terms of the Declaration and Bylaws. The initial General Assessment shall be \$225.00 per year, due fifteen (15) days after the annual meeting of the Owners.
3. **Creation of Lien and Personal Obligation for Assessments.** All assessments, with a late charge as set forth in Section 8 of this Article, costs, and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Residence against which each assessment is made unless such assessment is paid within fifteen (15) days such assessment is due, which due date is set forth in Section 2 of this Article, or as may be otherwise determined by the Board when special or specific assessment are made pursuant to Sections 6 and 8 of this Article, respectively. Each such assessment, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligations of the Person who was the Owner of such Residence at the time the assessment fell due. Each such Owner shall be personally liable for his or her portion of each assessment coming due while he or she is the Owner of a Residence, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgage holder taking title through foreclosure proceedings or deed in lieu of foreclosure.
4. **Installments.** General Assessments and other assessments, shall be paid in annual, semi-annual, quarterly or monthly installments as the Board determines.
5. **Annual Budget.** It shall be the duty of the Board to prepare an annual budget covering the estimated costs of operating the Association during the coming year, which may include a capital contribution or reserve. The Board shall cause the budget and the Assessments to be levied against each Residence for the following year to be delivered to each Owner at or before the annual meeting of the Owners. The Board may not, without the vote or written assent of at least a Majority of the total Association vote entitled to vote thereon, impose a General Assessment per Residence which is more than one hundred twenty percent (120%) of the General Assessment for the immediately preceding fiscal year. In the event that the Board fails for any reason so to determine the annual budget for the succeeding year, then and until such time as an annual budget shall have been determined, as provided herein, the annual budget in effect for the current year shall continue for the succeeding year.
6. **Special Assessments.** In addition to the General and Specific Assessments authorized herein, the Board may levy Special Assessments in any year. So long as the total amount of Special Assessments allocable to each Residence does not exceed the amount of the current General Assessment in any one (1) calendar year, the Board may impose the Special

Assessment. Any Special Assessment which would cause the amount of Special Assessments allocable to any Residence to exceed this limitation shall be effective only if approved by a majority of the total Association vote entitled to vote thereon. Special Assessments shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which such Special Assessment is imposed.

7. **Lien for Assessments.** All sums assessed against any property subject to this Declaration pursuant to this Declaration, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such property in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such property, except for (a) liens of ad valorem taxes; and (b) liens for all sums unpaid on a first Mortgage encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.
8. **Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessments which are not paid in full by the date specified by the Board, (the "Due Date"), shall be delinquent. Any Assessment delinquent shall incur a late charge of five and No/100 Dollars (\$5.00), per day, or in such amount as the Board may from time to time determine. If the Assessment is not paid by the Due Date, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest on the principal amount due, and all late charges from the Due Date payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the Assessment remains unpaid after ninety (90) days, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association and its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting through the Board and on behalf of the Owners, shall have the power to bid at any foreclosure sale or to acquire, hold, lease, mortgage, or convey foreclosed property. No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, by non-use of Common Area, or abandonment of such Owner's Residence. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest and then to delinquent assessments.

9. **Date of Commencement of Assessments.** An Owner shall become subject to assessment hereunder at the time of purchase of a Lot and as set forth in Section 2 of this Article.
10. **Specific Assessments.** The Board shall have the power to specifically assess pursuant to this Section as in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section.
 - (a) The Expenses of the Association which benefit less than all of the Residences may be specifically assessed equitably among all of the Residences which are benefitted according to the benefit received.
 - (b) The Expenses of the Association which benefit all Residences, but which do not provide an equal benefit to all Residences, may be specifically assessed equitably among all Residences according to the benefit received.
11. **Exempt Property.** The following property shall be exempt from Assessments:
 - (a) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, public parks, roads, rights-of-way, streets and easements; and
 - (b) all property owned by non-profit organizations and restricted for use as private schools or churches; provided, however, the availability of the exemption for such non-profit organizations is contingent upon prior approval by the Board.
12. **Waiver of Assessments.** The Board reserves the right to waive any assessment as may come due from an owner for special circumstances shown or for any reason the Board deems appropriate.

ARTICLE V **MAINTENANCE**

1. **Association's Maintenance Responsibility.**
 - (a) The Association shall maintain and keep in good repair the Common Area. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Area. In addition, if the following property exists in the Community, the Association may, as determined by the Board, maintain part or all of such property, regardless of whether it is Common Area; Community hiking and biking trails; Community grass and other landscaping along dedicated rights-of-way; and Community entrance features and/or signage.
 - (b) The Association shall also have the right, but not the obligation, to maintain and provide services for other property not owned by the Association, whether located within or without the boundaries of the Community, and to enter into leases, easements and covenants and to share costs agreements regarding such property (and any other property) where the Board has determined that this would benefit Owners. The foregoing maintenance costs shall be assessed as a part of the

Assessments as determined by the Board in accordance with this Declaration and the Bylaws.

2. **Owner's Maintenance Responsibility.**

- (a) Each Owner shall maintain or cause to be maintained in a safe, clean and attractive condition all property subject to this Declaration which is owned directly or indirectly by such Owner in a manner consistent with this Declaration. Such maintenance obligation shall include, without limitation, the following: Prompt removal of all litter, trash, refuse, and waste; lawn mowing on a regular basis; tree and shrub pruning; watering landscaped areas; keeping improvements, exterior lighting, and maintenance facilities in good repair and working order; keeping lawn and garden areas alive, free of weeds, and attractive; keeping driveways in good repair; complying with all governmental health and police requirements; and repair of exterior damages to improvements.
- (b) In the event that the Board determines that:
 - (i) any Owner or designee of the Owner, as designee is defined below, has failed or refused to discharge properly his obligations with regard to the maintenance, repair or replacement of items for which he is responsible hereunder; or
 - (ii) that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, invitees, or designee,

then the Association may perform the repair, replacement or maintenance and shall, except in the event of any emergency situation, give the Owner or designee written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at the Owner's or the Owner's designee's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner or his designee shall have ten (10) days within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at Owner's sole cost and expense, and all costs shall be treated as a specific assessment against the Owner and the property owned by the Owner.

3. **Party Walls and Party Fences.**

- (a) Each wall or fence built as a part of the original construction of the Residences which shall serve and separate any two (2) adjoining Residences shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- (b) The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the wall or fence in equal proportions.
- (c) In the event of any dispute arising concerning a party wall or fence, or under the

provisions of this Section, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor by the Board, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

ARTICLE VI

USE RESTRICTIONS AND RULES

1. **General.** This Article sets out certain use restrictions which must be complied with by all Owners and Occupants. These restrictions may only be amended in the manner provided in Article X § 4 hereof regarding amendment of this Declaration. In addition, the Board may, by two-thirds (2/3) vote, from time to time, without consent of the Members, promulgate, modify or delete other use restrictions and rules and regulations applicable to the community. Such use restrictions and rules shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled, or modified in a regular or special meeting by a Majority of the total Association vote entitled to vote thereon.
2. **Building Location.** Building locations must comply with the City of Madison zoning ordinances.
3. **Swimming Pools.** No above ground swimming pools are allowed. No pool of any type shall be constructed on any lot until after the type, design, and size are approved in writing by the Board or acting management agent.
4. **House Directions.** All residential structures shall have their front entrance facing the front street lot line. Houses constructed on corner lots may face either street or face the intersection of both streets.
5. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
6. **No Temporary Structures Used as Residence.** No structure of a temporary character, motor home, trailer, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.
7. **No Oil Drilling, Mining, Etc.** No oil drilling, oil development operations, oil pumping, oil refining, quarrying, mining operations or mineral extractions of any kind shall be permitted upon or in any lot, nor shall oil wells, storage tanks, (except for heat or cooking purposes), tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring or drilling for oil, natural gas or water shall be erected, maintained or permitted upon any lot.

8. **Animals and Pets.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board. In the sole discretion of the Board, pets that endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners or Occupants or the owner of any property located adjacent to the Community may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs that are household pets shall at all times, whenever they are outside, be on a leash or otherwise confined in a manner acceptable to the Board. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Community. Animal control authorities shall be permitted to enter the Community to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law. No wild animals of any kind, even if raised or trained as a household pet, shall be allowed on any lot at any time.

9. **No Obstruction of Street Intersections.** No wall, hedge or shrub planting or other objects which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the line intersection of the street lines, or in the case of a rounded property corner the line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10. **Sidewalks.** A sidewalk meeting the requirements of the City of Madison shall be installed along the street fronting each lot by the Owner prior to the issuance of a certificate of occupancy for any improvement located on such lot, unless a sidewalk is not required by the City of Madison Planning Department. Sidewalks shall not be altered or obstructed by any Owner or Occupant. Any sidewalk located on a lot shall be maintained by the Owner in accordance with Article V, Section 2, hereof. In cul-de-sac, sidewalks must be completed to the next adjacent driveway.

11. **Fences.**
 - (a) Any fence erected on any lot shall have the fence posts or frames or framing structures portion of the fence on the side of the fence facing the fence owner's property.
 - (b) No fence more than six (6) feet in height shall be erected or maintained on any lot. The erection or maintenance of any fence constructed of anything other than redwood, cedar or pressure treated pine must be approved by the Board. Any non-conforming fence maybe ordered removed at any time by the Board. The thirty (30) day limitation of automatic approval or the failure to enjoy or commence actions to enjoy prior to completion shall not apply to fences. The Board or any property owner or public agency may take action against improper or nonconforming fences at any time.

- (c) Any fence not properly maintained on any lot and not brought within compliance within the time limit (not less than thirty (30) days) established by the Board may be ordered to be removed by the Board. The Board may engage the powers of the state courts to enforce its decisions or citations for nonconformity or noncompliance pertaining to fence design, construction or maintenance. In such instances the property owner shall be responsible to the Board or all cost, including attorney fees, if the court finds the property owner to be in violation of these restrictions, conditions, covenants and limitations.
 - (d) No chain link or vinyl fences are allowed.
 - (e) Any fence erected on a corner lot must have the layout approved by the Board.
12. **Yards.** All front and side yards must be sodded with Bermuda grass, Fescue grass, Zoysia grass, or a comparable ground cover to be approved by the ARC. Grass should not exceed five (5) inches in height.
13. **Utilities.** All utilities, electric, television and telephones must be underground service.
14. **Signs.** No sign of any kind, including but not limited to political, election and/or campaign signs/flags, event promotion, non-profit or charitable event signs shall be displayed to the public view on any lot. Exceptions to this Covenant are listing a home for sale or rent or temporary display of commercial contractor services (e.g. roofing, painting or tree-trimming companies) in which case, one professional sign of not more than three (3) square feet may be placed in front yard to list home for sale or one professional sign of not more than two (2) square feet may display contract service only while work is being performed. All signs must be immediately removed when work is complete, or house is sold. All signs must be approved by the Board. Posted building permits are permitted during construction and are not included in the above limits.
15. **No Trash, Rubbish, Hazardous Waste, Etc.**
- (a) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste material shall not be kept on any lot except in sanitary containers. All garbage cans, recycling carts and other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition. Twenty, thirty, and forty-yard trash haul-off type containers may be kept in the driveway during construction or re-modeling.
 - (b) No hazardous waste, hazardous material, explosives, incendiaries or gasoline, except in Underwriters Laboratories, Inc. approved containers, in quantities of five (5) gallons or less or in motor vehicles gas tanks shall be maintained on or in any lot. No substances or device shall be placed, remain or be maintained on or in any lot which emits or gives off any unpleasant, hazardous or noxious odors, sounds, lights, smoke, gases, liquids or other substances.
16. **Construction or Re-Modeling Debris.**
- (a) Owners of lots and their builders shall be responsible for keeping all debris, i.e., dirt, mud, etc. off the streets during construction. All other debris shall be promptly removed from the lot after construction or re-modeling is completed.

- (b) No building materials supplies, equipment of any kind or other items may be placed, stored or allowed to remain on any lot, except that building materials and equipment may be placed or stored upon any such lot during approved additions, modifications or repairs thereon.
 - (c) No incinerators or other devices used for the burning of trash, rubbish, garbage or other waste shall be placed, maintained or used on or in any lot.
- 17. **Nuisances, Etc.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which maybe or may become an annoyance or nuisance to the neighborhood. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his or her property.
- 18. **Single Family Residential Use Only.** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling' not to exceed two and one-half stories in height, exclusive of basements, with a private garage for not more than three (3) cars. Storage building and other buildings incidental to the residential use of the lot must be approved by the Board. The garage may be detached and shall not exceed two (2) stories in height.
- 19. **Minimum Building Size.** No dwelling shall have a living area of less than Two Thousand Five Hundred square feet, exclusive of garages, storage rooms and open porches. Each dwelling must have a garage for not less than two (2) cars. Any dwelling with less than 2500 square feet requires unanimous consent, in writing of the Board.
- 20. **Vehicle Parking, Storage, Repairs, Etc.**
 - (a) No on-street or right-of-way parking shall be allowed long term. No parking of vehicles shall be allowed on any lot except on designated concrete slabs. No parking shall be allowed on the grassy, dirt or gravel area on any right-of-way or any lot except on designated concrete slabs on the lot. No commercial vehicle of any type shall be parked or stored on any lot or on any street or right-of-way in the subdivision except as used to go to and from work. No carports shall be allowed. Any vehicle more than one ton must be approved by the Board. Motor Homes, boats and trailers shall only be permitted to be parked or stored behind a privacy fence and cannot be visible from the street. The Board may attach any conditions it deems appropriate to its consent to park motor homes or trailers on any lot. The failure of the Board to act upon a request for a variance or waiver of or to enforce this provision shall not constitute a waiver to act thereon or to enforce any of these restrictions, conditions, protective covenants or limitations or to rescind any previous covenants or limitations or to rescind any previous consent or approval at a later time.
 - (b) No wrecked, damaged, disabled, partially dismantled or inoperable junk vehicle or parts thereof or other motor vehicles may be parked or stored on any lot. No automobile or other motor vehicle which does not have a properly displayed current tag or license plate may be parked or stored on any lot.

- (c) No automobile maintenance or repairs of any type may be made on any lot or in the street in the subdivision except that "minor" repairs or service may be made in the garage.
21. **Mailboxes.** All mailboxes will be of the same design as designated by the Board. Each mailbox shall be of wrought iron construction, in the same style, and have a black finish.
22. **Living Trees, Gardens, Etc.**
- (a) No living trees more than ten (10) feet from the foundation of the house in excess of three (3) inches trunk diameter shall be removed from any lot unless otherwise approved in writing by the Board. Mailboxes may not be moved to another location on the lot without the consent of the Board.
- (b) No vegetable gardens, compost gardens, greenhouses or other food source planting shall be allowed in the front or on the sides of any residence on any Lot.
23. **Basketball Goals.** All basketball goals within the subdivision shall be of a glass or acrylic material and may not be permanently installed without prior approval from the Board. Unused cracked or broken basketball goals shall not be allowed. Basketball goals shall be placed where the goal is not facing the street, so as not to restrict traffic flow and endanger the health and safety of members of the community.
24. **Repainting or Changing of Home Exterior.** A change in the exterior color of the house must be approved by the Board. The exterior of the house may not be changed, altered or modified without the approval of the Board. A change in the exterior color of the house must be approved by the Board, including door, shutter, trim, or new roofing shingles.
25. **Storage Sheds.** Storage sheds must be approved by the Board, following the same standards and application process. Storage sheds shall be placed out of general view from the fronting street of such lot and the style, materials, color of the shed shall match the home. METAL SHEDS ARE EXPRESSLY PROHIBITED.
26. **No Resubdividing of Lots.** No lot shall be divided or re-subdivided or reduced in size without the express written approval of the Board.
27. **Satellite TV Dishes, Radio Transmitters, and Antennas.** No radios, short wave radios, other type of radio or TV transmission or other electronic devices which emit or transmit electronic signals, including satellite transmission will be permitted on any lot. Any personal computers which interfere with incoming TV and radio signals will not be permitted on any lot. No transmitting antennas of any type may be erected or maintained on any lot at any time. No satellite dish over eighteen (18) inches in diameter may be placed on a lot. Owners are responsible during installation to ensure that this requirement is met.
28. **Clothes Lines.** Clothes lines may be permanently erected on the outside provided they are behind the house and do not extend to within six (6) feet of each end of the house. Clothes lines shall be neat and well maintained. If a clothesline is erected, it must be in a

fenced rear yard. If any clothes lines become, in the opinion of the Board, an "eyesore", unsightly or a nuisance to the neighborhood, the ARC shall have the power and authority to require the clothes lines to be taken down, relocated, constructed of different materials or take other actions as it deems appropriate.

29. **Guns.** The use and/or discharge of firearms in the Community is strictly prohibited. The term "firearms" includes "BB" guns, pellet guns, and small firearms of all types.
30. **Artificial Vegetation, Exterior Sculpture, and Similar Items.** No artificial vegetation shall be permanently planted or displayed in front or side yards of any property. Exterior sculptures, fountains, flags, and similar items must be approved by the Board.
31. **Energy Conservation Equipment.** No solar energy collector panels or attendant hardware, windmills or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architecture.
32. **Air Conditioning Units.** No window air conditioning units may be installed in home, detached garage, or outbuilding on any property.
33. **Maintenance of Residential Lot.** The Owners and occupants of each lot shall at all times keep all weeds or grass thereon cut or trimmed in a reasonable neat manner and shall keep and maintain adequate ground cover to protect against soil erosion. The Owner and occupants of each lot shall at all time keep the curb lines and gutter lines, along the streets adjoining their property lines, free of grass, weeds and overgrowth. No lot shall be used for storage of material or equipment except for normal residential requirements or incidental to construction of improvements thereon as herein permitted. All dwellings, fences, walls and other approved structures must be kept in a reasonably good state of painting and repair, and must be maintained at the cost of the homeowner so as not to become unsightly.
34. **Notice of Sale or Lease.**
 - (a) In the event an Owner sells or leases his or her Lot, the Owner shall give to the Association, in writing, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require. If the Owner fails to notify the Board of such a sale, then the Owner will be personally responsible for any uncollected dues (for the subsequent year) and the Board reserves the right to obtain a judgement against the Owner for any such uncollected dues.
 - (b) Lots may be leased for residential purposes only. All leases shall have a minimum term of six (6) months. Where a leased lot or property is conveyed to a tenant having created a landlord tenant relationship; any violation of the lease agreement or general Covenants of the community, the landlord and the tenant will be joint and severally liable for any cost to cure said restrictive conditions or said violations.

- (c) All leases shall require, without limitation, the owner/landlord and tenant acknowledge receipt of a copy of the Declaration, By-Laws, Covenants and Restrictions of the Association and are jointly severally liable.

35. **Architectural Review Committee.**

- (a) No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except such as is installed by the Board, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition erection, or alteration shall be made, including landscaping plans, unless and until plans and specifications showing at least the nature, kind, shape, color, size, height, materials, and location of all proposed structures shall have been submitted in writing to and approved in writing by the Architectural Review Committee, which is appointed by the Board. The following items, without limitation, will be submitted to the Architectural Review Committee for new home construction: house plans, site plans, landscaping plans, and exterior color. The Board may employ for the Architectural Review Committee architects, engineers, or other persons necessary to enable the Committee to perform its review. The Architectural Review Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified persons, which shall have full authority to act on behalf of the committee for all matters delegated and in the event of such delegation, the applicant shall be required to pay any fees charged by such architects or other qualified persons.
- (b) The Architectural Review Committee shall make every effort to approve or to disapprove submitted plans and specifications within thirty days after the plans and specifications have been submitted to it. Failure to approve or disapprove plans and specifications within thirty days from receipt of the proposed construction shall not be construed as a waiver by the Architectural Review Committee. Construction shall not be commenced unless and until a ruling has been made by the Architectural Review Committee. As a condition of approval under this Section, an Owner, on behalf of himself and his successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Architectural Review Committee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of himself and his successor's interest. Each resident shall have the approved architectural plan on file with the Secretary.
- (c) The Architectural Review Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may, as provided in Article X § 1 hereof, record in the appropriate land records a notice of violation naming the Violating Owner.
- (d) Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the

Architectural Review Committee, the members thereof, nor the Association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither the Association, the Architectural Review Committee, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against the Association, the Architectural Review Committee, the Board, or the officers, directors, members, employees, and agents of any of them to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

- (e) Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.
- (f) Any structure or improvement placed or made in violation of this Section shall be deemed to be nonconforming. Upon written request from the Architectural Review Committee, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, any authorized agent of the Architectural Review Committee or the Board shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with the interest at the maximum rate then allowed by law, may be assessed the Residence and collected as a Specific Assessment. In addition, the Architectural Review Committee, or the Association by and through its Board, shall have the right to exercise any means of enforcement as set forth in Article X § 1 of this Declaration.
- (g) Unless otherwise specified in writing by the committee granting approval, all approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Residence, unless approval to modify any application has been obtained. In the event that any Owner fails to commence and diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner and an opportunity to be heard in accordance with the By-Laws, to enter upon the proper and remove or complete any incomplete work and to assess all costs incurred against the Residence and the Owner thereof as a Specific Assessment.
- (h) Neither the Architectural Review Committee nor any Member of the Association,

or their officers or directors shall be held liable to any person for exercising the rights granted by this Section. Any contractor, subcontractor, agent, employee or other invitee of the owner who fails to comply with the terms and provisions of this Section or the design guidelines may be excluded by the Architectural Review Committee from the properties, subject to the notice and hearing procedures contained in the By-Laws.

- (i) In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Section and the decision of the Architectural Review Committee. Should an injunction or other equitable action be filed by the Association, the Owner shall be responsible for any and all costs of such legal proceeding, including a reasonable attorney's fee incurred for services rendered on behalf of the Association.

36. **Right of the Architectural Review Committee to Waive Use Restrictions and Rules.**

It is expressly provided that the Architectural Review Committee shall have the power and authority to waive the requirement or enforcement of any of the use or restrictive covenants as set forth herein. The Association recognizes that, from time to time, because of unforeseen circumstances, an Owner or Residence may not be capable of strictly complying with the covenants and restrictions contained herein, and, therefore, due consideration must be given because of such unforeseen circumstances. The Architectural Review Committee may consider such waiver on a case by case basis but any decisions to waive or enforce any of these restrictions and covenants must be done so only when all other restrictions and covenants not otherwise waived or enforced are met by the Owner or Residence. The Architectural Review Committee must first endeavor to see that such covenant or restriction as waived or not enforced can be met or carried out by an alternative means by otherwise complying with the spirit of these covenants and restrictions.

37. **Entrance Walls.** Lots 1, Block 1, and Lot 1, Block 2 shall each have constructed upon them matching entrance walls, denoting the entry into Cedar Springs Station, an easement for which is hereby reserved to all owners of the lands embraced within the plat of Cedar Springs Station and which said walls shall be maintained and improved by majority vote of the said owners of the lands embraced within the said plat, such vote binding the owners to share prorata in the costs of such maintenance and improvement.

38. **General Standards.**

- (s) All plans and specifications must meet the minimum standards of the Southern Building Code and all building codes, regulations and requirements of all governmental agencies which have any jurisdiction over the property or construction which are in force at the time of any such construction on the property. The Board assumes no responsibility to assure that the above provisions are complied with. However, it has the authority to require full compliance therewith, during construction or at any time after construction has been completed.
- (b) No dwelling or building shall be erected or placed on any lot in the subdivision unless its exterior is a minimum ninety-five (95) percent brick or masonry.
- (c) No roof visible from the street shall have a pitch of less than 6/12.

- (d) A building permit shall be obtained from the appropriate governmental agency or agencies having jurisdiction over the property when such is required and shall be posted in a visible location throughout entire construction. It shall be the sole responsibility of the property owner to ascertain if such is required and to obtain same if required.
 - (e) Nothing in this section or in these Covenants is intended to prevent the removal, by court action if necessary, of any structure, building or addition which fails to meet building codes, zoning ordinances or minimum building or property standards of any governmental agency or if such structure, building or addition fails to meet the neighborhood standards. The Board may require the property owner to bring the structure, building or addition up to neighborhood standards or require the same to be removed by the property owner.
 - (f) No house floor plan or elevation may be built within 200 feet of another house of the same plan or elevation without prior approval of ARC.
 - (g) No construction of a storm shelter or fallout shelter, inside or outside of a garage is authorized without prior approval of the Board.
39. **Occupants Bound.** All provisions of the Declaration, by-laws, and of any rules and regulations, use restrictions or design guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be additionally levied against the Owner.
40. **Prospective Application.** The use restrictions and rules as set out in this Declaration, to the extent that they apply to any structure which pre-exists the date of recordation of this Declaration, are deemed to apply prospectively.

ARTICLE VII **INSURANCE**

1. **Insurance and Casualty Losses:** The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property. The Board shall obtain a public liability policy applicable to the Common Property insuring the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents. The public liability policy shall have a combined single limit of at least \$1,000,000.00. If available at reasonable cost, as determined in the sole discretion of the Board, the Board shall also obtain directors' and officers' liability insurance. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as trustee, for the respective benefitted parties, as further identified in subparagraph (b), below. Such insurance shall be governed by the provisions hereinafter set forth:
- (a) All policies shall be written with a company licensed to do business in Alabama and holding a rating of B or better as established by A. M. Best Company, Inc., if available, or, if not available, the most nearly equivalent rating.

- (b) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- (c) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.
- (d) All insurance policies shall be reviewed annually by one or more qualified persons.
- (e) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:
 - (i) A waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;
 - (ii) A waiver by the insurer of its rights to repair and reconstruct instead of paying cash;
 - (iii) That no policy may be canceled, invalidated, or suspended on account of anyone or more individual Owners;
 - (iv) That no policy may be canceled, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee;
 - (v) That any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and,
 - (vi) That no policy may be canceled or substantially modified without at least thirty days' prior written notice to the Association.

2. **Property Insured by the Association: Damage and Destruction.** Immediately after the damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty. Any damage or destruction shall be repaired or reconstructed unless, within sixty days after the casualty, at least 66% percent of the total Association vote entitled to vote thereon and the Owner(s) of the damaged property, if any, otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or

reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however such extension shall not exceed 120 days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Association's Members, levy a special assessment against all Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs or repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Community in a neat and attractive condition.

3. **Property Insured by Owners: Damage and Destruction.** By virtue of taking title to property within the Community, each Owner covenants and agrees with all other Owners and with the Association that in the event that the Association does not carry insurance on the Owner's property, each individual Owner shall carry liability and casualty insurance or cause such insurance to be carried by another entity, such as a condominium association or homeowners association. Each individual Owner further covenants and agrees that in the event of a partial loss of damage and destruction resulting in less than total destruction, the individual Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the individual Owner determines not to rebuild or to reconstruct, the individual Owner shall clear the Residence of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.
4. **Insurance Deductible.** The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the persons who are responsible hereunder, or under any declaration or contract requiring the Association to obtain such insurance, for maintenance of the damaged or destroyed property.

ARTICLE VIII **MORTGAGEE PROVISIONS**

1. **Mortgagee Provisions.** The following provisions are for the benefit of holders of first Mortgages on Residences in the Community. The provisions of this Article apply to both this Declaration and the By-Laws notwithstanding any other provisions contained therein.

2. **Notices of Action.** An institutional holder, insurer, or guarantor of a first Mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, guarantor and the Residence number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:
 - (a) Any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Residence on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;
 - (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Residence subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Residence of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty days;
 - (c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or
 - (d) Any proposed action which would require the consent of a specified percentage of eligible holders.

3. **Special FHLMC Provision.** So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds of the first Mortgagees or at least two-thirds of the total Association vote entitled to vote thereon consent, the Association shall not:
 - (a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Property shall not be deemed a transfer within the meaning of this subsection);
 - (b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Residence (A decision, including contracts, by the Board or provisions of any Supplementary Declaration regarding assessments for Parcels or other similar areas shall not be subject to this provision where such decision or Supplementary Declaration is otherwise authorized by this Declaration.;
 - (c) By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Residences and of the Common Property;
 - (d) Fail to maintain insurance, as required by this Declaration; or
 - (e) Use hazard insurance proceeds for any Common Property losses for other than the repair, replacement, or reconstruction of such property. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate

reimbursement from the Association.

4. **No Priority.** No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Residence in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.
5. **Notice to Association.** Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Residence.
6. **Amendment by Board.** Should the Veterans Administration, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.
7. **Applicability of Article:** Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Alabama law for any of the acts set out in this Article.
8. **Failure of Mortgagee to Respond.** Any Mortgagee (or insurer or guarantor of a Mortgage) who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

ARTICLE IX **EASEMENTS**

1. **Easements for Encroachment and Overhang.** There shall be reciprocal appurtenant easements for encroachment and overhang as between each Residence and such portion or portions of the Common Area adjacent thereto or as between adjacent Residences due to the placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Residence and the adjacent portion of the Common Area or as between adjacent Residences, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, Occupant, or the Association.
2. **Utility Easements.** Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the lots as shown on the recorded plats. The granting of this easement or right of access shall not prevent the use of the area by the

owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front lot line to the rear lot line, to any utility company having an installation in the easement.

3. **Easements for Use and Enjoyment of Common Property.** Every Member shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his property, subject to the following provisions:

(a) The right of the Board to suspend the voting rights of an Owner and Occupant and the right of an Owner and Occupant to use the Common Property in the Community, if any, for any period during which any assessment which is hereby provided for remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, By-Laws, use restrictions, rules and regulations or design guidelines;

(b) The right of the Board to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such Mortgage given shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of any Residence or Owner, or the holder of any Mortgage, irrespective of when executed, given by any Owner encumbering any Residence or other property located within the Community (Any provision in this Declaration or in any such Mortgage given by the Board to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default there under shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of any Residence or Owner, or the holder of any Mortgage, irrespective of when executed, given by any Owner encumbering any Residence or other property located within the Community.); and

(c) The right of the Board to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least a Majority of the Association, in person or by proxy, at a meeting duly called for such purpose (or, if a meeting is not called, upon the affirmative vote of at least a Majority of the votes cast in a referendum on the issue). An Owner's right of use and enjoyment in and to the Common Property and facilities located thereon shall extend to the members of his family and guests. Land Owner shall be deemed to have made a delegation of all such rights (except for the right of ingress and egress to the Owner's property) to the Occupants of any leased Residence. Upon the affirmative vote of the Majority of the Association vote present, in person or by proxy, at a meeting duly called for such purpose (or, if a meeting is not called, upon the affirmative vote of at least a Majority of the votes cast in a referendum on the issue) the Board may alter the use of any Common Property. An Owner's right of use and enjoyment in and to the Common Property and facilities located thereon shall not

give any Owner the right of ingress or egress across any Residence to obtain access to such Common Property.

4. **Reserved Easements for the Provision of Services to the Community.** There is hereby reserved to the Association, its successors and assigns blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing, maintaining, and removing rights-of-way, drainage facilities, floodway easements, and all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, and any other similar service such as, but not limited to, a master television antenna system, cable television system, video system, or security system which the Association might decide to have installed to serve the Community or any portion thereof. It shall be expressly permissible for the Association and its successors and assigns to install, repair, replace, maintain, and remove or to authorize the installation, repair, replacement, maintenance, or removal of such wires, conduits, cables and other equipment related to the providing of any such utility or service. The Association and its successors and assigns shall full rights of ingress and egress at all times over all portions of the Community for the installation, operation, maintenance, repair, or removal of any of the foregoing utilities or services and shall have the right to remove any unauthorized obstruction placed in or on any of the foregoing easements that would, in the sole discretion of The Association or its successors and assigns, interfere with the use of the above installation of the foregoing utilities or services. In no event shall the foregoing prohibit paving or landscaping within such easements. The Association shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder to one or more public utility companies, quasi 'public service companies, or relevant governmental authorities. All utilities except drainage installed within the above described easements shall be installed underground. Rights exercised pursuant to such reserved easements shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

5. **Easement for Entry.** In addition to the right of the Board to exercise self-help as provided in Article X § 2 hereof, the Board shall have the right, but shall not be obligated, to enter upon any property within the Community for emergency, security, and safety, which right may be exercised by the manager, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties, Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. It is intended that this right of entry shall include the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Board.

ARTICLE X
GENERAL PROVISIONS

1. **Enforcement.** Each Owner and every Occupant shall comply strictly with the By-Laws, the rules and regulations, the use restrictions and with the design guidelines, all as may be amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration, as may be amended from time to time, and in the deed to his or her property within the Community, if any. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the Bylaws, the rules and regulations, use restrictions, or design guidelines shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board, on behalf of the Association, or, in a proper case, by an aggrieved Owner or Occupant. Failure by the Board or any Owner or Occupant to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.
2. **Self-Help.** In addition to any other remedies provided for herein, the Board or its duly authorized agent shall have the power to enter upon a Residence or any portion of the Community to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, the Bylaws, the rules and regulations, the use restrictions, or the design guidelines. Except in the case of emergency situations and towing, the Board shall give the violating Owner ten (10) days' prior written notice of its intent to exercise self-help. All costs incurred shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.
3. **Durations.** The provision of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law; provided, however, should any provision of Alabama law now or hereafter in effect limit the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law; and such provisions shall be automatically extended for successive periods of ten (10) years or such shorter period as may be allowed by law, unless such extension is disapproved at a meeting duly called for such purpose by two-thirds (2/3) of the total Association entitled to vote thereon. Such meeting must be held and a written instrument reflecting disapproval must be recorded within the year immediately preceding the beginning of a renewal period. Every purchaser or grantee of any interest in any real property agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.
4. **Amendment.**
 - (a) This Declaration may be amended unilaterally at any time and from time to time by the Board:
 - (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rules, or regulation

- or judicial determination which shall be in conflict therewith;
- (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Residences subject to this Declaration;
 - (iii) if such amendment is required by an institutional or governmental lender or purchaser of Mortgage loans, including for example without limitation the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, or a State or National Bank, to enable such lender or purchaser to make or purchase Mortgage loans on the Residences subject to this Declaration; or
 - (iv) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgage loans on the Residences subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Property unless any such Owner shall consent thereto in writing.
- (b) In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least a two-thirds (2/3) vote of the total Association vote entitled to vote thereon. A meeting may be called (but shall not be required to be called) to consider and vote, upon any amendment. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein.
- (c) Any procedural challenge to an amendment must be made within six (6) months of its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of the Declaration or Bylaws.
5. **Partition.** The Common Area shall remain undivided, and no Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community, and the written consent of all holders of all Mortgages encumbering any portion of the property located within the Community.
6. **Gender and Grammar.** The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.
7. **Severability.** Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provisions or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.
8. **Captions.** The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

9. **Perpetuities.** If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.
10. **Indemnification.** The Association shall indemnify every officer and Director against any and all expenses, including attorney's fees, imposed upon or reasonably incurred by any officer or Director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the ten Board of Directors) to which he or she may be a party by reason of being or having been an officer or Director, the officers and Directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or Directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to other on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director, or former officer or Director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this Obligation, if such coverage is reasonably available.
11. **Books and Records.**
- (a) This Declaration, the Bylaws, the Articles of Incorporation, copies of rules and regulations, use restrictions, design guidelines, membership register, books of account, and minutes of meetings of the Members, or the Board and of committees shall be made available for inspection and copying by any Member of the Association or by his duly appointed representative and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to his or her interest as a Member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe. The Board shall establish reasonable rules with respect to:
- (i) notice to be given to the custodian of records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents.
- (b) Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extra copies of documents at the reasonable expense of the Association.
12. **Audit.** An audit of the accounts of the Association may be made annually in such manner as the Board may decide. Upon written request of any institutional holder of a first Mortgage, such holder, upon payment of the costs associated therewith, shall be entitled to

receive a copy of a financial statement within ninety (90) days of the date of the request.

13. **Notice of Sale.** If an Owner sells his or her Residence, the Owner shall give to the Board, in writing, the name of the purchaser of the Residence and such other information as the Board may reasonably require.
14. **Estoppel Certificate.** Upon the request of any Member, the Board or its designee shall furnish a written certificate signed by an officer or agent of the Association regarding unpaid assessments levied against that Member's property and any violations of the Declaration, By-Laws, use restrictions, rules and regulations, or design guidelines by any Owner or Occupant of such property. Such certificate shall bind the Association with respect to the foregoing matters. The Association may require the advance payment of a processing fee not to exceed Twenty-Five and No/100 Dollars (\$25.00) for the issuance of each such certificate.
15. **Agreements.** All agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.
16. **Implied Rights.** The Association may exercise any right or privilege given to it expressly by the Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, the design guidelines and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.
17. **Deviations.** The Board or its designee may, in the exercise of its discretion, permit deviations from the restrictions contained in this Declaration, the Bylaws, the rules and regulations, the use restrictions, and the design guidelines.
18. **Use of Phrase "Cedar Springs Station."** No Person shall use the phrase "Cedar Springs Station" in the name of any commercial or residential building or any commercial or residential business or enterprise or in any printed or promotional material without the prior written consent of the Association. However, Owners or Occupants may use the phrase "Cedar Springs Station" in printed or promotional matter where such term is used solely to specify that particular property is located within the Community.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this instrument on the ____ day of December, 2020.

CEDAR SPRINGS STATION ASSOCIATION, INC.

By: _____

Its: _____

**STATE OF ALABAMA
COUNTY OF MADISON**

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

Given under my hand and seal this the ____ day of December, 2020.

NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT A

THE PLAT OF CEDAR SPRINGS STATION, AS RECORDED IN PLAT BOOK 35, PAGE 87, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

THE PLAT OF CEDAR SPRINGS STATION PHASE II, AS RECORDED IN PLAT BOOK 39, PAGE 67, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

THE PLAT OF CEDAR SPRINGS STATION PHASE III, AS RECORDED IN PLAT BOOK 45, PAGE 22, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

THE PLAT OF CEDAR SPRINGS STATION PHASE IV, AS RECORDED AT DOCUMENT NO. 20040716000231860, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

THE PLAT OF CEDAR SPRINGS STATION PHASE V, AS RECORDED AT DOCUMENT NO. 20051222000857840, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

THE PLAT OF CEDAR SPRINGS STATION PHASE VI, AS RECORDED AT DOCUMENT NO. 20060417000247570, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

THE PLAT OF CEDAR SPRINGS STATION PHASE VII, AS RECORDED AT DOCUMENT NO. 2018-00033017, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

THE PLAT OF CEDAR SPRINGS STATION PHASE IX, AS RECORDED AT DOCUMENT NO. 2019-00026261, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.