BALDWIN COUNTY, ALABAMA
JUDGE ADRIAN T. JOHNS
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STATE OF ALABAMA)

COUNTY OF BALDWIN)

AMENDED DECLARATION OF RIGHTS, COVENANTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS

OF

WYNWOOD. A SUBDIVISION

This amended Declaration is made by WYNWOOD PROPERTY OWNERS ASSOCIATION, INC., an Alabama non profit corporation, hereinafter referred to as the "Declarant", for itself, and for its heirs, successors, grantees, assigns, for the purposes of maintaining a subdivision, and establishing certain easements, covenants, and restrictions to run with the land.

RECITALS

Declarant is the Association that represents the interest of the Lot Owners who own an undivided interest in that certain real estate described as the WYNWOOD (the "Subdivision"); and

WHEREAS, the Owners of the Lots of Wynwood, wish to amend and revise the Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions (the "Declaration") for Wynwood; and

WHEREAS, notice of the subject matter of this proposed revision and amendment was included in a notice of a special meeting given to all Lot Owners to be held on the 16TH day of OCTOBER, 2007; and

WHEREAS, a resolution was adopted and approved prior to that time by a majority of the Board of Directors proposing the revisions and amendments; and

WHEREAS, the proposed revisions and amendments were approved by both a majority of the Directors and by the vote of, at least fifty-one (51%) percent of the total Lot Owners in the Subdivision.

NOW, THEREFORE, the Declaration for Wynwood shall hereinafter provide as follows.

ARTICLE I
DEFINITIONS

1.1 *Definitions*. As used herein, the following terms shall have the following meanings unless the context otherwise requires:

(A) "Association" means Wynwood Property Owners Association, Inc., an Alabama non-profit corporation, its successors and assigns.

Unless the context otherwise requires, all references herein to the Board of Directors or the Board, or to the Articles of Incorporation or By-Laws, or to the President or Secretary or any other officer shall mean, respectively, those of the Association.

(B) "Common Elements or Common Areas" means all portions of the Subdivision other than the Lots and the public street(s) and the right(s)-of-way including, without limitation; the Drainage System and all open spaces, landscaping and other common areas and facilities in or appurtenant to the Subdivision and all other property, whether real or personal, from time to time, held by the Association for the common benefit and enjoyment of the Owners.

(C) "Common Expense Liability" means the liability for Common Expenses allocated to each Lot as provided herein.

(D) "Common Expenses" means expenditures made by or financial liabilities of the Association for the repair of public street(s) and rights(s)-of-way in the Subdivision until the County or Municipality assumes the responsibility for the maintenance and care of the Common Elements and the administration and enforcements of the rights, covenants, restrictions and affirmative obligations and conditions set forth in this Declaration, together with any allocations to reserve therefore.

(E) "County" means Baldwin County, Alabama, or, if the context so requires, an agency thereof.

(F) "Declaration" means this Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions applicable to the Subdivision as Recorded in the Office of the Judge of Probate of Baldwin County, Alabama, as the same may be amended from time to time.

(G) "Declarant" means the Wynwood Property Owners Association, Inc.

(H) "Drainage System" means the storm and flood water retention areas and drainage system in the Subdivision, including all easements and rights-of-way appurtenant thereto.

(I) "Lot" means a Lot in the Subdivision as shown on the Plat.

(J) "Member" means any person having membership rights in the Association as provided herein.

(K) "Municipality" means the municipality, if any, having and exercising subdivision planning over the Subdivision, or, if the context so requires, an agency of such municipality.

(L) "Owner" means the record owner, whether one or more persons of a vested interest in a fee simple title to a Lot. Notwithstanding any applicable theory of the mortgage, "Owner" shall not mean or refer to any mortgagee, unless and until such mortgagee has acquired title, pursuant to foreclosure or any proceeding in lieu of foreclosure.

(M) "Person" means a natural person, corporation, partnership, limited liability company, association, trust, estate, fiduciary, or other legal entity.

(N) "Plat" means the Final Plat of the Subdivision, or, if the Subdivision is developed in phases, of each phase thereof, as recorded in the Office of the Judge of Probate of Baldwin County, Alabama.

(O) "Property" means the land described as WYNWOOD and all improvements thereon, and all easements, rights and appurtenances thereunto belonging.

(P) "Subdivision" means the Property, when subdivided, laid out and platted in accordance with the Plat.

(Q) "Subdivision Regulations" means the subdivision regulations of the County or Municipality applicable to the Subdivision.

(R) "Lot" or "Dwelling" means the structure on a Lot that is designed for occupancy as a single family residence.

All other terms used in this instrument and in the Subdivision Regulations shall have the same meanings herein as in such regulations, unless the context of this instrument otherwise requires.

ARTICLE II
PROPERTY RIGHTS

2.1 *Owner's Easement of Enjoyment*. Every Owner shall have a right and easement of enjoyment in and to the Common Areas, subject to the terms of this Declaration and to any restrictions or limitations contained in any deed or amendment to this Declaration conveying to the Association or subjecting to this Declaration such property; provided, however, that every Owner shall have an unrestricted right of ingress and egress between the Owner's Lot and a public road.

2.2 *Delegation of Use*. Any Owner may delegate, in accordance with the Governing Documents of the Association, his right of enjoyment of the Common Areas and facilities to the members of his family, tenants and social invitees.

2.3 *User Fees – Suspension of Rights*. The Association reserves the right to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid, and for any period until compliance is effected for any infraction of its published rules and regulations.

2.4 *Dedication of Common Area to Government Entity*. The Board of Directors shall have, by a two-thirds (⅔) vote, the power to dedicate all or part of the Common Areas to the appropriate local, state or federal governmental entity.

ARTICLE III
PERMITTED USE

3.1 *Single Family Use*. All Lots shall be restricted to a single-family residential use provided, however, that nothing herein contained shall prohibit an Owner from renting his Lot, either on a short-term or long-term basis subject to the rules and regulations promulgated by the Association and as long as it is used exclusively for single-family residential purposes by the tenant. The term "single-family residential use", or any similar term used in this Declaration, refers to the character of the dwellings in the Subdivision and not to the number of persons that may own any Lot provided, however, that no Lot shall contain more than one dwelling and no dwelling more than one family lot.

3.2 *No Further Use*. No Lot shall be further divided or re-subdivided.

ARTICLE IV
RESTRICTIONS

4.1 *Buildings*.

A. Each Lot will contain only one single family residential dwelling and no more than two accessory buildings or other structures as shall be incidental to residential use, provided, however, that any accessory building will first be approved by the Association's Board of Directors. The accessory buildings/structures, if any, on each Lot shall be constructed of similar building materials as the house and surrounding dwellings and shall be enclosed within a privacy fence. For the purpose of this subparagraph, a garage attached to the dwelling on the Lot shall not be considered an accessory building or structure.

B. No dwelling shall be redesigned to accommodate more than one family. No building, RV, mobile home, boat, or similar structure shall be placed, stored or built on any Lot for dwelling purposes.

Improvements.

No improvement, including landscaping in excess of $1,500.00, shall be commenced, erected, placed, maintained or permitted on any Lot until plans and specifications, in detail, have been submitted by the Lot Owner to the Association's Board of Directors and the Board has approved them in writing. The decision of the Board shall be final, conclusive and binding upon the applicant.

Approval of plans and specifications shall include, but are not limited to, adequacy of site dimensions, conformity and harmony of external design and location with neighboring structures and sites, conformity to both the specific and general intent of this Declaration and whether they are attractive and well-designed. Additionally, improvements must preserve, protect and enhance the ecological and aesthetic environments of the subdivision. If the plans and specifications are not sufficiently complete or are otherwise inadequate, the Board may reject them totally or may approve or disapprove part, conditionally or unconditionally, and reject the balance. All decisions of the Board shall be final and conclusive, and no owner or any other person, association or entity shall have any recourse against the Board, or any member thereof, for its or such Member's approval or refusal to approve all or any portion of any submitted materials or for any other decision rendered under the authority of this Declaration.

Nothing herein shall relieve or be interpreted as purporting to relieve any Lot Owner from also securing such approvals, certificates or permits of any governmental agency or entity with jurisdiction as may be required by law as a condition to the commencement, construction, maintenance, addition, change or alteration to or of any improvement.

The Board may condition its final approval upon the receipt of such permits, etc.

4.2 *Living Area*. The living area of each Lot shall contain not less than thirteen hundred (1,300) square feet and is required to have at least a single car garage. Carports, garages and open porches shall not be counted as living space.

4.3 *Building Set Backs*. No part of any building or other structure on a Lot (other than walls and fences permitted under Section 4.6) shall be located closer to any property line of the Lot than the minimum building set back lines shown on the Plats and Plans.

4.4 *Water and Sewer Services*. The Owner of each Lot shall be required to connect to and use the central water distribution and central sanitary sewage disposal system serving the Subdivision, and shall be responsible for paying all connection fees and assessments. No septic tanks will be permitted. All utility services to and from any Lot shall be underground.

4.5 *Prohibited activities*. No work and/or activity shall be done on any Lot which, in the reasonable opinion of the Board of Directors would jeopardize the tranquility and safety of the Subdivision, reduce the value thereof, or impair any easement thereto.

4.6 *Walls and Fences*. No cyclone, chain link or wire fencing will be allowed. Walls and fences will be allowed only to the rear of the front most plane of the dwelling on the Lot, provided, however, that they do not exceed seven feet in height. No fences of any kind will be allowed in the front yard of any Lot.

4.7 *Garages*. If there is more than one garage on any Lot, the principal garage must be attached to the house as an integral part of the house. If located on the side of the house, the principal garage may extend toward the front line of the Lot beyond the front of the house, but not closer to the front line of the Lot than is permitted under Section 4.3. Garages shall not be used at any time as a dwelling or be designed or re-designed as a dwelling.

Any additional garage must be located behind the rear most plane of the house and must be designed in such fashion as to blend with the design of the house and constructed of similar building materials.

As used herein, "garage" includes, but is not limited to, porte-cocheres and carports.

4.8 *Equipment*. All heating, ventilation, air-conditioning equipment, and private water well systems, including without limitation, compressors, all gas meters, butane tanks and other mechanical and/or electrical devices on any Lot shall be located on the side or rear of the house and must be located to the rear of the front most plane of the house.

4.9 *Garbage Disposal Containers*. Outside garbage disposal containers must be visually screened from the street. All outside garbage disposal equipment and containers shall be kept in a clean and sanitary condition and must be pest proof. No Lot shall be used as a dumping area for rubbish of any kind.

No trash or other refuse shall be kept, stored or allowed to accumulate except between scheduled pick-ups and in accordance with the provisions hereof. If trash or other refuse is to be picked up and carried away on a regular recurring basis, it must be placed in sanitary containers and only on the scheduled pick-up date or the night before may be placed on the Lot to provide access to the person making the pick-up.

4.10 *Exterior Lighting*. Exterior lighting should be recessed or directed downward and away from the neighbor's yards. No lighting shall be located so as to interfere with vehicular traffic or become a nuisance to neighbors by adversely affecting the nighttime environment of adjacent properties.

4.11 *Clothes Lines*. No outside clothes lines shall be permitted at any time unless visually screened from the street and adjoining Lots.

4.12 *Signs*. No signs shall be placed or maintained upon any Lot at anytime by anyone including, without limitation, the Owner/realtor, contractor or subcontractor, except for the following approved signs of not more than six (6) square feet: (a) one "For Sale" or "For Rent" sign; (b) any sign or signs required to be posted by statute, ordinance or governmental rule or regulation or court order; or (c) any sign which has been specifically approved, in writing, by the Association. The Association shall have the right to restrict the size, color, content, location, number and method of display of each approved sign. All "For Sale" or "For Rent" signs shall contain only the Lot or street number, real estate company (and individual agent, if desired) and telephone number. All contractor signs shall contain only the Lot or street number, name of the Owner and/or the general contractor and telephone number. Signs must be placed parallel to the street.

4.13 *Animals*. No bees or other insects, chickens, horses, cows, pigs, sheep, goats or other recreation work, farm or large animals of any kind shall be kept or maintained in the Subdivision at any time, temporarily or otherwise. All pets that are kept or maintained by any Owner shall be fenced or restrained

in such manner that they cannot run loose in the Subdivision or become an annoyance or nuisance to the neighborhood. If an animal or pet does cause or create a nuisance or unreasonable disturbance, the Board of Directors is authorized to report the animal or pet and its owner to the local Animal Control Authorities for their necessary action. The Owner of any animal or pet shall be liable for any and all damage caused by such animal or pet to any property located within the subdivision. No commercial breeding or boarding of any animals shall be permitted in the Subdivision. Pet excrement on any portion of the Subdivision shall be promptly picked up by the pet owner.

4.14 *Trucks, Commercial Vehicles, RVs, Mobile Homes, Boats, Campers, and Trailers*. No house trailer, truck (other than a pickup truck), or mobile home shall be permitted on any Lot, except trucks may be permitted for use during construction and temporary repairs to any building, structure or other improvement on the Lot. Travel trailers, hauling trailers, "habitable motor vehicles", boats and boat trailers must be stored behind the front most plane of the house and be shielded from view by a privacy fence.

None of the aforementioned vehicles, while located anywhere in the Subdivision, shall be used as a domicile or residence, either permanent or temporary, except in the case of a declared emergency.

4.15 *Basketball Boards and Other Fixed Play Structures*. No basketball goals or backboards or other fixed game or play structures shall be located on any Lot except on the side or rear of the house or garage or unless the same is screened from the street.

4.16 *Activities*. No trade, business or commercial activities of any kind, no obnoxious, offensive or illegal activity shall be permitted or conducted upon any Lot or elsewhere in the Subdivision, nor shall anything be done thereon that may be or become an annoyance or a nuisance to the neighborhood or violation of the laws and regulations of the United States of America, the State of Alabama, the County or Municipality, this Declaration, the Articles of Incorporation or the By-Laws. The foregoing restrictions as to residence, however, shall not be construed in such manner as to prohibit an Owner from (1) maintaining his personal professional libraries; (2) keeping his personal business or professional records or accounts; or, (3) handling his personal or professional telephone calls or correspondence. Such uses are declared expressly customarily incidental to the principal residential use and not in violation of said restrictions.

No junk, inoperable motor vehicles or other unsightly personal property shall be kept or maintained on any Lot or elsewhere in the Subdivision except for minor emergency repairs. Inoperable motor vehicles or those in a state of disrepair shall be made operable or repaired at locations other than within the Subdivision.

4.17 *Each Owner's Obligation to Repair*. All buildings, structures and improvements on each Lot shall at all times be maintained and kept in a proper and good state of repair by the Lot Owner, at his sole expense. All exposed painted areas of all buildings, structures and improvements on each Lot shall also be kept well painted by the Lot Owner, at his sole expense. The Lot Owner shall, at his expense, keep his grass properly mowed and trimmed and maintain his yard and landscaping in good order and condition, free of trash, dead trees and plants, and unsightly debris at all times.

No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades or other purposes, nor shall any window-mounted heating or air conditioning lots be permitted, unless such window lots are screened from view and approved by the Association.

4.18 *Parking*. Vehicles shall be parked only in the designated parking spaces for each Lot. Guests and other invitees of the Lot Owner may temporarily park on the street adjacent to the Lot and in accordance with the rules and regulations which the Board of Directors may, from time to time, adopt.

4.19 *Occupants Bound*. All provisions of this Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants of any Lot.

4.20 *Tenants*. Any Owner of a Lot which is leased shall cause his tenant to register with the Association by delivering a written statement to the Secretary, which statement shall set out the name of the Owner and tenant, the Lot leased and the duration of the lease. Such Owner shall further provide his tenant with a copy of all of the Association's governing documents and provide to the Board written proof of delivery and acceptance thereof.

ARTICLE V
EASEMENTS

The easements shown on the Plat and Plans are hereby adopted as part of these restrictions.

ARTICLE VI
OWNER ASSOCIATION

6.1 *Formation*. Wynwood Property Owners Association, Inc. (the "Association"), an Alabama non-profit corporation, has been organized and shall be operated to provide for the management, maintenance and care of the Common Elements in accordance with this Declaration, the Articles of Incorporation and By-Laws, and to administer and enforce the rights, covenants, restrictions, affirmative obligations and conditions set forth herein for the common good of the Members; and shall have the powers and duties set forth herein and in the Articles of Incorporation and By-Laws.

The Association will be the homeowners association with respect to the Subdivision within the meaning of Sec. 528 of the Loted States Internal Revenue Code, as amended (the "Code") and the regulations thereunder.

6.2 *Associations Obligation to Repair*. The Association, at its expense, and without any cost or expense to the County or Municipality or any other public body shall be responsible for the maintenance and repair of the following:

A. The Common Properties and all easements and right-of-ways until the County or Municipality, or other public body, assumes the responsibility of the maintenance thereof; and

B. Incidental damage to any Lot, or the improvements thereon, by any work done by the Association.

This section shall not relieve an Owner of liability for damage caused by such Owner, his family members, guests, invitees, lessees or licensees as a consequence of the negligence, recklessness or willful misconduct of such Person. The cost of repair of any damage so caused by an Owner, his family members, guests, invitees, lessees or licensees, shall be a special assessment against the Owner responsible therefore.

6.3 *Membership*. The Membership of the Association at all times shall consist exclusively of all Lot Owners.

The Association shall have only one class of membership. Each Owner shall cease being a member of the Association at the time he no longer owns a Lot. Change in Membership of the Association shall be established by recording in the Office of the Judge of Probate of Baldwin County, Alabama, the deed, or other instrument having record title to a Lot, and the delivery to the Association of a true and correct copy of such instrument as recorded, showing all recorded data, the Owner designated by such instrument thereby becoming a record Owner and a member of the Association. Membership of the prior

Owner thereby is terminated. All present and future Owners shall be subject to and shall comply with all of the provisions of the Governing Documents.

The member shall not be liable for the obligations of the Association.

6.4 *Meetings*. The annual meeting of the Members shall be held on such date and at such time and place as shall be provided by the By-Laws. Failure to hold any annual meeting of the Members at the designated time shall not work a forfeiture or dissolution of the Association.

Special meetings of the Members may be called by the President or the Board of Directors. A special meeting of the Members may also be called by such other officers, or Persons or number or portions of Members, as may also be provided in the By-Laws. Not less than 10 or more than 30 days in advance of any meeting, the Secretary or other officer specified in the By-Laws shall cause notice to be hand-delivered or sent prepaid by Loted States Mail to the mailing address of each Member or to any other mailing address or E-mail address designated, in writing, by such Member and filed with the Secretary. The notice of the meeting shall state the time and place of the meeting and the items of the agenda, including the general nature of any proposed amendment to this Declaration, the Articles of Incorporation or the By-Laws, any changes and any proposals to levy special assessments, or to remove an officer or member of the Board of Directors provided, however, that if the initial meeting is adjourned, the purpose of the meeting need not be set forth in the notice of any subsequent meeting called for the same purpose and held within 60 days of the initial meeting.

6.5 *Quorum*. At any meeting of the Members, whether regular or special, the presence at the meeting, in person or by proxy, of members entitled to cast not less than twenty-five (25%) percent of all the votes in the Association shall constitute a quorum.

If a quorum is present at a meeting, the affirmative vote is fifty-one (51%) percent of the total votes present, in-person or by proxy, unless a greater number is required by the Alabama Nonprofit Corporation Act, this Declaration, the Articles of Incorporation or the By-Laws.

6.6 *Voting Rights*. Each Member in good standing shall be entitled to one vote on each matter submitted to a vote of Members. On all issues decided by a vote of the Members, each Owner shall be entitled to one vote for each Lot owned by him. If a Lot is owned by more than one Person, the Owner of the Lot, collectively, shall be considered a single Member and may designate among themselves by proxy the one entitled to vote for all of them. If only one of the multiple Owners of a Lot is present at a meeting of the Association, he shall be entitled to cast all the votes for that Lot. If more than one of the multiple Owners is present, the vote for that Lot may be cast only in accordance with a

written agreement of a majority in interest of the multiple Owners, expressly provided otherwise. There shall be a majority agreement if any one of the multiple Owners of the Lot casts the vote for that Lot without protest being made promptly to the Person residing over the meeting by any of the other Owners of the Lot.

An Owner may not revoke a proxy given pursuant to this Section except by written notice of revocation filed with the Secretary prior to the meeting or actual notice of revocation to the person residing over the meeting of the Association. A proxy shall be void if it is not dated or purports to be revocable without notice. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

6.7 *Board of Directors*. The activities and affairs of the Association shall be managed by the Board of Directors provided, however, that the Board shall not exercise any power or authority conferred herein or by the Alabama Nonprofit Corporation Act or Articles of Incorporation upon the Members. The Board of Directors shall all be Members of the Association. No Director shall serve, in any capacity, on the Board of Directors, use the common area amenities or vote at any meeting or election, if payment by such Director of any financial obligation to the Association is delinquent more than 60 days.

The Board of Directors may not act on behalf of the Association to amend this Declaration or to elect directors, or to determine qualifications, powers and duties, or terms of office of the members of the Board of Directors, but except as provided below, the Board of Directors may fill vacancies in its membership for the unexpired portion of any term.

The Board of Directors shall elect the officers. The Members of the Board of Directors and officers shall take office upon election.

6.8 *Allocation of Common Expense Liabilities*. Except for assessments for Common Expenses caused by the misconduct of an Owner, his invitees, licensees, employees or contractors, which shall be assessed against such Owner, all Common Expenses shall be assessed ratably against the Owner(s) of each Lot. The amount of each assessment for Common Expenses Liability allocable to the Owner(s) of each Lot shall be expressed by a percentage relating to each Lot, which shall be determined by multiplying one hundred (100%) percent times a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Lots in the Subdivision.

6.9 *Obligations of Owners*. Each Owner shall, by acceptance of title to his Lot, conclusively presumed to have agreed to abide by the provisions of the Governing Documents, and to pay when due by him to the Association, all annual and special assessments, and any other charges to which he may become legally obligated to pay.

6.10 *Liens*. The Association shall have a lien on each Lot and the improvements thereon for any unpaid assessments due by the Owner thereof, duly made by the Association, together with interest thereon at the rate aforesaid and reasonable attorneys fees and costs. Such lien shall be effective from and after the time of recording with the Judge of Probate of Baldwin, Alabama, of a claim of lien stating the description of the Lot, the name of the record Owner, the amount due and the date due. Such claim of lien shall include only sums that are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to any lien for property taxes, the lien of any mortgage of record and any other lien recorded prior to the time of recording of the claim of the Association's lien. Such liens may be foreclosed by an action brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. The Association shall have the power to bid in the Lot and improvements thereon at foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

All such assessments, together with such interest thereon and costs of collection thereof as herein provided, shall be a charge on the land and continuing lien upon the Lot and improvements thereon against which each such assessment is made. Each such assessment, together with the interest thereon and costs of collection thereof as herein provided, shall also be the personal obligation of any Person who is an Owner of such Lot at the time the assessment falls due, or, in the event there is more than one Owner of any Lot, each and every such Owner shall be personally liable for the entire assessment due for such Lot, said obligation being joint and several.

6.11 *Financial Records*. The Association shall keep financial records in sufficient detail to enable it to furnish to each Member a statement setting forth the amount of the annual assessment and any unpaid expense or special assessment currently due and payable from such Member; the most recent regularly prepared balance sheet and cash receipts and disbursements of any unsatisfied judgments against the Association and any pending suit in which the Association is a party; and such other records and information as shall from time to time be required by the Board of Directors. All financial and other records of the Association shall be made reasonably available for examination by any Member or his authorized agents, and such records shall be made available in Baldwin County, Alabama.

6.12 *Dealing with Association*. With respect to a third person dealing with the Association, the existence of the Association's powers and the proper exercise thereof by the Association may be assumed, without inquiry, unless such person has actual knowledge that the Association is exceeding or

improperly exercising its powers. A third person shall not be bound to assure the proper application of any funds paid or assets delivered to the Association.

6.13 *Annual Assessments*. The annual assessment each year shall be fixed by the Board of Directors and shall be payable in equal monthly or quarterly installments commencing whenever the Board of Directors shall determine it to be necessary or appropriate to provide funds for and/or a reserve for Common Expenses. The Association shall have the authority to make assessments, as shall be fixed and may be changed by the Board of Directors from time to time. If the Board fails to establish a new assessment amount for any year, or fix the manner in which the same shall be payable, then the Members may establish such. The total of the assessments for recurring common expenses shall not be more than one hundred ten (110%) percent of the assessments for this purpose for the prior year unless approved by a vote of the lot owners entitled to cast fifty-one (51%) of the votes of the Association.

Within 30 days after making any such assessment, the Board of Directors shall notify all Owners of the total amount of such assessment and the amount thereof allocable to each Lot.

Any Lot Owner who is more than 60 days delinquent in the payment of any assessment shall be precluded from participation in any activities of the Association, including voting on any matter and use of the common area amenities, until all funds (including interest and expenses) have been paid.

6.14 *Special Assessments*. In addition to the annual assessments, the Association may levy in any year or years, one or more special assessments, applicable to that year only, for the purpose of defraying in whole or in part the cost of any unexpected repair, replacement or improvement of the Common Elements, provided that any such assessment shall have the assent of fifty-one (51%) percent of all votes cast at a meeting of the Members duly called for such purpose, and at which a quorum of the Members is present, in person or by proxy, written notice of the purpose of the meeting shall be sent to all Members at least 10 days but not more than 30 days in advance.

The due date of any special assessment under this Article shall be fixed in the resolution authorizing such assessment.

6.15 *Abatement of Violations*. The Board of Directors shall, upon written request by any Owner, or upon its own initiative, if it so elects, investigate suspected violations of the provisions of this Declaration and determine whether a violation exists. If the Board determines that no violation exists, it shall give written notice of its determination to the complainant Owner, if any, in person or by registered mail, addressed to such Owner at his last-known address. Should the Board determine that a violation does exist, it

should give written notice of this determination in person or by registered or certified mail to the complainant Owner, if any, and to the Owner of the Lot on which, or as to which, such violation exists, addresses to each at his last-known address. The Owner of the Lot on which, or as to which, such violation exists shall be allowed a reasonable amount of time as the Board may deem appropriate, after the giving of such notice, to correct such violation. Should the violation not be corrected within such period, the Board and/or any Owner or Owners, shall each have the right, but not the obligation, to prosecute any proceedings at law or in equity against the Person or Persons found by the Board to be violating any of these rights, covenants, restrictions, affirmative obligations and conditions and prevent him or them from so doing, recover damages from such violation, and obtain any other legal or equitable relief to which it, he or they may be entitled under the circumstances.

The remedies provided for above shall not be exclusive. The breach of this Declaration shall give the Association, or any Owner, the right in addition to any other right or remedy elsewhere available, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach. All expenses of such actions or proceedings against a defaulting Owner, including court costs, attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest lawful rate on judgments until paid, shall be charged to and assessed against such defaulting Owner, and the Association shall have a lien for all of the same upon the Lot(s) and improvements thereon of such defaulting Owner.

The Association's Board of Directors shall have the right to fine any Lot Owner for any violation of this Declaration or the Rules and Regulations of the Association. A fine of up to $100.00 per day, as set at the sole discretion of the Board of Directors, may be imposed on any Lot Owner for failure to abate the violation after written notice of the violation has been sent by the Board and the Board shall determine the period of time in which the violation must be corrected. The per day fine, as set by the Board, shall continue until the abatement of the violation and a Lien in accordance with Section 6.10 of this Declaration may be filed, at any time, after imposition of the fine.

6.16 *Failure of the Association to Insist on Strict Performance No Waiver.* Failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The receipt by the Association of any assessment from an Owner with knowledge of the breach of any provision hereof shall not be deemed to be a waiver of such breach and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed, in writing, and signed by a majority of the directors then in office.

Neither the Association, nor its Members, employees or agents, shall be liable to any Person for (a) the manner in which the Association exercises or for the failure or refusal to exercise any right or authority herein granted to the Association, whether discretionary or not; (b) the failure or refusal of any other Person to comply with any of the provisions hereof; or (c) the failure or refusal of any Person to enforce the provisions hereof against any other Person.

6.17 *Rules and Regulations of the Association*. The Board of Directors may, in its discretion, and is hereby authorized to adopt and amend reasonable rules and regulations relating to the conduct of the Owners and their invitees and aesthetic considerations pertaining to the Subdivision in accordance with the By-Laws. The Association is hereby authorized to enforce any and all such rules and regulations, if and to the extent so adopted by it. A copy of the rules and regulations and all amendments thereto (collectively, the "Rules and Regulations") shall be furnished by the Board to each Member prior to the time they become effective. All present and future Owners, tenants, occupants and any Person who uses any part of the Subdivision in any manner are subject to and shall comply with the provisions of this Declaration and the Rules and Regulations. The acquisition, rental or occupancy of a Lot, or use of any part of the Property in the Subdivision by any Person, shall constitute such Person's agreement to be subject to and bound by the applicable provisions of this Declaration and the Rules and Regulations, and such provisions shall be deemed to be enforceable and as equitable servitudes and covenants running with the land comprising the Subdivision and shall bind any Person having at any time every interest or estate in such Lot as though such provisions were recited and stipulated in full in each and every deed of conveyance of lease thereof. The Association may promulgate enforcement provisions of violations of any rule or regulation by an Owner, an Owner's family members, guests, invitees, lessees or renters, including the payment of penalties for such violations.

ARTICLE VII
TERMS OF RESTRICTIONS

The rights, covenants, restrictions, affirmative obligations and conditions herein contained shall run with the land and be binding upon all Owners and future Owners and parties claiming under them, and shall insure to the benefit of, and shall be binding upon them and each of their heirs, executors and administrators, successors and assigns, for a period of 20 years after the date this amended Declaration is first recorded, after which time the rights, covenants, restrictions, affirmative obligations and conditions herein contained shall automatically be extended for successive periods of 5 years each, unless at the end of the first 20 year period or at any time thereafter, by the vote of the Owners of two-thirds of the Lots then in the Subdivision, it is agreed to terminate or change the provisions of this Declaration, in whole or in part, said

termination or change to be signed by the President and attested by the Secretary of the Association, or by a majority of the then Owners, and recorded in the Office of the Judge of Probate of Baldwin County, Alabama. Should any provision, clause, restriction, limitation or condition of this instrument be declared unenforceable and illegal against public policy, inconsistent with or contrary to the laws or Constitution of the State of Alabama or the Loted States of America, every remaining provision, clause, restriction, limitation or condition contained herein, not affected by such judicial or legislative declaration, decision and act, shall be and remain in full force and effect.

The rights, covenants, restrictions, affirmative obligations and conditions set forth in this amended Declaration shall not operate as a cloud upon the title of any Lot, nor shall the breach thereof forfeit the title to any Lot of the Owner violating the provisions of the Declaration, but any Owner shall have the right to enforce the provisions thereof against any Person violating the same by appropriate proceeding in a court of complete jurisdiction.

ARTICLE VIII
AMENDMENT

A resolution adopting a proposed amendment may be proposed by either a majority of the Board of Directors of the Association or twenty-five (25%) percent of the members of the Association, and after being so proposed, it must then be approved by a vote of fifty-one (51%) percent of the total votes present, in person or by proxy, at a duly called meeting, in accordance with Section 6.4 of this Declaration. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. If a quorum in accordance with Section 6.5 of this Declaration is not present at the meeting, subsequent meetings will be in accordance with Section 6.5.

The provisions of this amended Declaration shall not be altered changed, amended, repealed or circumvented by any provisions of the other Governing Documents. In the event of any conflict between provisions of this amended Declaration and any of the other Governing Documents, the provisions of the amended Declaration shall govern.

ARTICLE IX
SEVERABILITY

All provisions of this amended Declaration shall be severable.

ARTICLE X
GENDER

Whenever the context permits, the singular shall include the plural, the plural shall include the singular and any gender shall include all genders.

ARTICLE XI
MISCELLANEOUS

11.1 *Notice*. All notices required or desired under this Declaration to be sent to the Association shall be sent certified mail, return receipt requested, to the Secretary of the Association, at such other address as the Association may designate from time to time by writing to all Lot Owners. All notices to any Lot Owner shall be delivered in person or sent by first-class mail to the address of such Lot Owner or to such other address as he may designate from time to time.

11.2 *Governing Law*. Should any dispute or litigation between any of the parties whose rights or duties are affected or determined by this Declaration or any rules and regulations adopted pursuant to this Declaration, such dispute or litigation shall be governed by the laws of the State of Alabama.

11.3 *Costs and Attorney's Fees*. In any proceeding arising because of an alleged default by a Lot Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

11.4 *Captions*. The captions used in this Declaration are inserted solely as a matter of convenience and reference and shall not be relied on and/or used in construing the effect or meaning of any of the text of this Declaration.

11.5 *Waiver*. No provisions contained in this Declaration shall be deemed to have been waived by any reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

IN WITNESS WHEREOF, Wynwood Property Owners Association, Inc., an Alabama non profit corporation, has caused these presence to be executed by Michael C. Bedgood, its President, being thereunto duly authorized, on this 27th day of December, 2007.

WYNWOOD PROPERTY OWNERS
ASSOCIATION, INC.

BY: Michael C. Bedgood, Its President

ATTEST:

BY: Hunter Plott, Its Secretary

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, a NOTARY PUBLIC, in and for said State and County, do hereby certify that Michael C. Bedgood and Hunter Plott, whose names as President and Secretary of Wynwood Property Owners Association, Inc., an Alabama non profit corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they as such officers and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this the 27th day of Dece[illegible] 2007.

NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 2, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires

This Instrument Prepared By:
Daniel H. Craven, P.C.
Attorney at Law
Post Office Drawer 4489
Gulf Shores, AL 36547
Voice: 251-968-8170
Fax: 251-968-4837