

*2nd Amendment  
Changes*

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Alice K. Martin  
Judge of Probate  
Calhoun County, Alabama

**SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
FOR THE CIDER RIDGE SUBDIVISION**

**THIS SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR THE CIDER RIDGE SUBDIVISION** (this "Amendment" or "Second Amendment") dated July 7, 2009 is made by Cider Ridge Estates, LLC, a Delaware limited liability company (hereinafter, the "Declarant").

**WITNESSETH:**

**WHEREAS**, Cider Ridge, L.L.C., an Alabama limited liability company, owned certain real property and attempted to develop the same into lots and amenities as a planned residential subdivision in the City of Oxford, Alabama known as Cider Ridge ("Cider Ridge");

**WHEREAS**, in connection therewith, Cider Ridge, L.L.C. entered into that certain Declaration of Protective Covenants for the Cider Ridge Subdivision dated April 18, 2002 and recorded in the Calhoun County Probate Office (the "Probate Office") at Book 3019, Page 115 on April 18, 2002 (as amended from time to time, the "Declaration"), establishing Cider Ridge as a planned residential golf community, thereafter selling lots to homeowners at Cider Ridge pursuant to such Declaration and those certain Cider Ridge subdivision plats filed with the Probate Office at Plat Book EE, beginning at page 43 and Plat Book FF, Page 29 (collectively, the "Original Plat");

**WHEREAS**, the undersigned Declarant became the successor declarant under the Declaration when it acquired all of the Cider Ridge property then owned by Cider Ridge, L.L.C. (being substantially all of the acreage and lots in Cider Ridge) on November 8, 2006, pursuant to that certain warranty deed executed by Cider Ridge, L.L.C. pursuant to that certain Order Approving Sale of Property of the Estate Free and Clear of Liens, Leases, and Other Encumbrances or Interests Pursuant to §363 of the Bankruptcy Code recorded in the Probate Office in Deed Book 3084, Page 171 (the "Bankruptcy Deed"), and Declarant is currently the fee title owner of substantially all such property;

**WHEREAS**, the Declarant entered into that certain First Amendment to Declaration of Protective Covenants for the Cider Ridge Subdivision dated June 24, 2008 and recorded in the Probate Office at Deed Book 3111, Page 388 on November 18, 2008 (the "First Amendment") in order to subject additional property to the Declaration and to likewise remove certain property from the Declaration in connection with a direct, like-kind exchange of property with the Public Park and Recreation Board of the City of Oxford, a public corporation, being the owner and operator of the public golf course and club adjacent to Cider Ridge;

**WHEREAS**, pursuant to Article X, Section 1 and Article II, Section 1 of the Declaration, the Declarant sponsored the preparation, execution and recordation of that certain subdivision plat of certain property at Cider Ridge entitled Cider Ridge Subdivision for Cider Ridge Estates, LLC, Phase I Reassessment Plat, recorded in the Probate Office at Plat Book GG, beginning at Page 92 on September 3, 2008, and that certain subdivision plat of property at Cider Ridge entitled First Amendment to Sheet PL-13, Phase I Reassessment Plat, recorded in the Probate Office at Plat Book HH, Page 191, and that certain First Amendment to Sheets G-02 and PL-17,

Phase I Reassessment Plat, recorded in the Probate Office at Plat Book HH, Page 21 (collectively, the "Revised Plat"), which replatted certain property at Cider Ridge which is subject to the Declaration and subdivided certain additional real property owned by Declarant and intended to be a part of Cider Ridge and incorporated into the lien and operation of the Declaration hereby;

**WHEREAS**, the Declarant now wishes to (i) amend the legal description of the property Declarant currently owns at Cider Ridge following the filing of the Revised Plat, (ii) further subject additional real property to the Declaration pursuant to Article X, Section 1 of the Declaration, whereby the Declarant is entitled to unilaterally amend the Declaration to accomplish the addition and subtraction of real property from the lien and operation thereof, and (iii) to restate and clarify certain terms, conditions and restrictions and to set forth certain additional terms, conditions and restrictions that shall apply to Cider Ridge in accordance with Article XIII, Section 4 of the Declaration, whereby the Declarant is entitled to unilaterally amend the Declaration to accomplish the same during the same period of time during which the Declarant is entitled to unilaterally amend the Declaration to add and subtract real property from the lien and operation thereof;

**WHEREAS**, in order to add certain real property and to reflect and accommodate the restatement of and additions to the terms, conditions and restrictions of the Declaration, the Declarant hereby amends the Declaration as more particularly set forth herein; and

**WHEREAS**, pursuant to Article X, Section 1 of the Declaration, the Declarant is entitled to unilaterally amend the Declaration to accomplish the purposes of this Amendment as previously set forth herein.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, Declarant does hereby declare that Cider Ridge, being the property described in the Declaration, as amended by the First Amendment and further, the property described in this Second Amendment, which is more particularly described in Schedule 1 attached hereto and is incorporated herein by reference, together with any and all improvements constructed thereon shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, improved and otherwise utilized subject to all of the covenants, conditions, restrictions, reservations, limitations and affirmative obligations set forth in the Declaration, as amended by the First Amendment and as further amended by this Second Amendment, all of which shall run with the land and shall be binding upon all parties (including all Owners, as hereinafter defined) having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of each Owner and the Declarant.

#### **DECLARATION:**

1. The Recitals set forth above are incorporated herein by reference. Certain capitalized terms hereinbelow are defined in Exhibit A of the Declaration, which is modified by Paragraph 32 of this Second Amendment.

2. Pursuant to the Bankruptcy Deed, the undersigned Cider Ridge Estates, LLC succeeded to the position of Declarant under the Declaration. Consequently, all references in the

Declaration to Cider Ridge, L.L.C. (in some cases, the original Declaration's Declarant was referred to as "Declarant" and in other cases as "Cider Ridge, L.L.C.") shall hereinafter mean Cider Ridge Estates, LLC. Notwithstanding the foregoing succession, pursuant to the Bankruptcy Deed, the undersigned Cider Ridge Estates, LLC disclaims any and all liability, charge, expense and obligation, or claim therefor, arising out of the acts or omissions of Cider Ridge, L.L.C. as former declarant.

3. Article II of the Declaration is hereby amended to add the following new Section 4:

"Section 4. Notwithstanding Section 1 and Section 3 of this Article II, the real property subject to this Declaration is hereby amended and partially restated to include all of the property described in Schedule 1 attached hereto and as set forth in the Revised Plat. Notwithstanding the foregoing, any real property previously subjected to the Declaration and not removed by amendment or otherwise, shall continue to be subject to this Declaration."

4. Article III is hereby deleted in its entirety and replaced with the following new Article III:

### "ARTICLE III

#### Association Membership, Board and Voting Rights

Section 1. Membership. The Owner of each Lot or Residence shall be a member of the Association. For purposes of determining membership in the Association, only one (1) membership in the Association shall be allowed per each Lot or Residence, regardless of the number of Residences situated on any Lot. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot or Residence; provided, however, that (a) Declarant shall be deemed a member of the Association and shall have two (2) votes for each Lot or Residence within the Community owned by the Declarant, (b) in the event any Lot or Residence is owned by more than one (1) person, then the Owner of such Lot or Residence shall, by written notice to the Board, designate only one (1) representative to serve as a member of the Association, which representative shall exercise all voting rights attributable to the Lot or Residence owned by such Owner and (c) no mortgagee shall become a member of the Association until such time, if at all, that the mortgagee becomes an Owner by virtue of foreclosure of its mortgage and title to such encumbered Lot or Residence is vested in mortgagee pursuant to a duly recorded deed. The transfer or conveyance of fee title to any Lot or Residence (other than by a mortgage as security for the payment of an obligation), shall automatically include the transfer of all membership rights of such Owner in the Association with respect to the Lot or Residence conveyed. Membership in, or the rights and benefits of, the Association may not be transferred separately and apart from the ownership of a Lot or Residence. Each member of the Association shall at all times comply with the provisions of this Declaration which may from time to time be amended."

Section 2. Board. The Board shall have all the rights and duties set forth in the Association's articles of incorporation (the "Articles of Incorporation") and bylaws (the

"Bylaws"). Declarant hereby retains and shall have the sole and exclusive right to appoint and remove, with or without cause, any and all members of the Board and any and all officers of the Association until the earlier to occur of (i) the fifteenth (15<sup>th</sup>) anniversary of the date hereof; and (ii) the date upon which the Declarant owns less than 25% of the Lots; at which time the Owners shall elect the members of the Board pursuant to the voting rights further set forth in this Article III. The Declarant shall initially appoint three persons to the Board. All actions required or permitted to be taken by the Association shall, unless otherwise expressly provided herein to the contrary, be by the majority vote of the members of the Board. Each Owner, by acceptance of a deed to a Lot or Residence, vests in Declarant the sole and absolute authority to appoint and remove all the members of the Board and all the officers of the Association until the earlier of (i) the fifteenth (15<sup>th</sup>) anniversary of the date hereof; and (ii) the Declarant owns less than 25% of the Lots.

### Section 3. Voting Rights.

(a) With respect to matters which must be approved or voted on by the Owners, the Owner of each Lot or Residence who is "in good standing", as defined by the Bylaws, shall be entitled to one (1) vote in any matter submitted to the members of the Association for approval, except for the Declarant which shall have two (2) votes per Lot owned by Declarant. Except as set forth herein, no Owner, whether one or more persons, shall have more than one membership and one vote per Lot or Residence owned and, to the extent any Lot contains more than one Residence, then such Lot and Residence shall be entitled to only one (1) vote regardless of the number of Residences situated on such Lot. Such voting rights shall continue to apply to each Lot or Residence upon the addition of any additional lots or property to this Declaration. For purposes of this Section, at all times, the Declarant shall be deemed the Owner of, and entitled to, all voting rights attributable to any Lots or Residences owned by the Declarant.

(b) Each Owner, by acceptance of a deed to a Lot or Residence, consents and agrees to the dilution of his or her voting interest in the Association by virtue of the resubdivision of any Lot by Declarant or the submission of any additional property to the terms of this Declaration. In no event, whether as a result of there being multiple ownership interests in any Lot or Residence or otherwise, shall more than one vote be allowed for any one Lot or Residence. Fractional voting shall not be permitted.

(c) Notwithstanding anything provided herein to the contrary, the Association shall have the right to suspend any Owner's voting rights or privileges pursuant to the terms of this Section 3. To the extent any Owner is not "in good standing" as defined in the Bylaws, then the voting rights of such Owner shall be suspended and shall not be counted or included in determining whether a quorum is present or whether the applicable number of votes have been cast in any vote of the Owners as more particularly described in this Declaration and the Bylaws.

### Section 4. Duties and Powers of the Association.

(a) Upon completion of certain improvements at the Cider Ridge entrance and the Swim and Tennis Facility, title to such Common Property and certain other Common Property shall be transferred to the Association by Declarant subject to matters of record and survey and in as-is condition for the Association to own, operate, maintain and manage in commercially

reasonable condition. In addition to the rights, duties, responsibilities and obligations of the Association otherwise set forth in this Declaration, the Association shall have the power to do, cause to be done and otherwise perform or cause to be performed any of the duties and powers set forth in the Articles of Incorporation and the Bylaws in connection with managing the Common Property of Cider Ridge and administering, in a good and workmanlike manner, the Association as a homeowner association for a planned residential golf community. The Association may exercise any other right or privilege granted to it expressly by this Declaration or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. The powers and authority granted herein and in the Articles of Incorporation and Bylaws may be exercised by the Board, acting through the officers of the Association, without further consent or action on the part of the Owners unless otherwise set forth herein this Declaration. Subject to the conditions, restrictions and other provision of the Declaration, all agreements, actions and determinations lawfully authorized by the Board shall be binding upon all the Owners, their heirs, executors, personal representatives, administrators, successors and assigns.

(b) In performing its responsibilities hereunder, the Association shall have the right and authority to delegate to such persons of its choice, including third party management companies which may be affiliates of Declarant, such duties of the Association as may be determined by the Board, including but not limited to the management of the Swim and Tennis Facility (as hereinafter defined). In furtherance of the foregoing and not in limitation thereof, the Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall deem necessary or desirable for the proper operation of any portion of the Common Property, whether such personnel are furnished or employed directly by the Association or by independent contract with the Association. All costs and expenses incident to the employment of a manager of the Association or any of the Common Property (as defined herein) shall be part of the Common Expenses. During the term of any such management agreement entered into by the Association with a third party, such manager may, if authorized by the Board, exercise all the powers and shall be responsible for the performance of all of the duties of the Association, excepting any of such powers or duties specifically reserved to the Board or the officers of the Association by this Declaration, the Articles of Incorporation or the Bylaws. In addition to the foregoing, the Association may pay for and the Board may hire and contract for such legal, accounting and other professional services as are necessary or desirable in connection with the administration and operation of the Community and the Association or the enforcement of this Declaration, the Articles of Incorporation, the Bylaws, or any Rules and Regulations of the Association.

(c) The Association shall meet annually after the sale of more than 150 Lots by Declarant to unrelated Owners or upon the call of a meeting by (i) Declarant during the period of time during which Declarant is entitled to unilaterally appoint the members of Board and (ii) by the Owners of more than 150 Lots.

Section 5. Rules and Regulations. In addition to the terms and provisions set forth in this Declaration, the Board may establish and enforce rules and regulations governing the use, improvement, maintenance and repair of all Lots, Residences and Common Property, including,

specifically, the Swim and Tennis Facility and any other recreational facilities (the "Rules and Regulations"). Without limiting the foregoing, the Board may adopt Rules and Regulations which shall govern the use of any of the Common Property by the Owners, including, specifically, Rules and Regulations which (a) allow persons other than Owners the right, subject to the payment of any applicable fees, to utilize the Swim and Tennis Facility, or other recreational facilities situated within the Common Property, (b) restrict or limit the number of guests of any Owner utilizing the Swim and Tennis Facility, or other recreational facilities, as necessary, (c) specify the hours and days during which the Swim and Tennis Facility, or other recreational facilities may be utilized, or (d) prohibit the use of all or any portion of the Swim and Tennis Facility, or other recreational facilities, by those Owners who have violated the Rules and Regulations of the Association, who have not paid all Assessments hereunder or are not in "good standing."

5. Article IV, Sections 2 through 10 are hereby deleted in their entirety and replaced with the following new Sections:

"Section 2. Assessments and Creation of Lien. Each Owner of a Lot or Residence, by acceptance of a deed or other instrument conveying any interest therein, regardless of whether such deed or instrument contains a reference to this Declaration, is hereby deemed to covenant and agree to pay to the Association: (a) General Assessments; (b) Parcel Assessments, if applicable; (c) Special Assessments; and (d) Specific Assessments (collectively, "Assessments") which are established or assessed pursuant to the terms of this Declaration. General and Special Assessments shall be used for the general purposes of promoting the recreational, health, safety, welfare, common benefit and enjoyment of the Owners and Occupants of the Community and otherwise for the general upkeep and maintenance of the Community, including, specifically, the Common Property thereto, all as may be more specifically authorized from time to time by the Board. Notwithstanding anything provided herein to the contrary, each Owner does hereby acknowledge and agree that certain portions of the General Assessments and the Special Assessments as well as certain Association Expenses to be incurred by the Association may not benefit all of the Owners and Occupants equally but that the levy of such General Assessments and Special Assessments and the incurrence of Association Expenses shall be deemed to be for the benefit of all of the Community.

All Assessments, together with late charges and interest, and all court costs and attorneys' fees incurred by the Association to enforce or collect such Assessments shall be an equitable charge and a continuing lien upon each Lot for which the Owner thereof is responsible for the payment of the same, which lien may be enforced in the manner as set forth herein this Declaration. Each Owner shall be personally liable for the payment of all Assessments coming due while it is the Owner of a Lot or Residence and any grantee shall take title to such Lot or Residence subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from its grantor any amounts paid by such grantee to the Association which were the legal obligations of the grantor. All Assessments, together with late charges and interest at the applicable rate, as may be set forth in this Article IV, court costs and attorney's fees incurred with respect thereto by the Association shall also be a personal obligation of the person who was the Owner of the Lot at the time such Assessments and other costs and charges were assessed or incurred. In the event of co-ownership of any Lot, all of the co-Owners shall be jointly and severally liable for the entire amount of the Assessments. Assessments shall

be paid in such manner and on such dates as may be fixed by the Board. All Assessments shall be payable in all events without offset, diminution or abatement by reason of fire or other casualty or any taking as a result of, in lieu of or in anticipation of the exercise of the right of eminent domain, condemnation or by private purchase in lieu thereof with respect to any Lot or Residence, Common Property or any other portion of the Development or any other cause or reason of any nature.

**Section 3. Uniform Rate of General and Special Assessments.**

(a) Both General and Special Assessments, as described in this Article, shall be assessed against each Lot or Residence at a uniform rate, with the Owner of each Lot or Residence being required to pay his or her prorata portion of such General and/or Special Assessment, as determined by a fraction, the numerator of which shall be the total number of Lots or Residences owned by such Owner, and the denominator of which shall be the total number of Lots and Residences in the Community at the time such General Assessment or Special Assessment is levied.

(b) Notwithstanding anything provided in this Section to the contrary, in the event that any additional property is added to the Community, then (i) each Lot or Residence within the additional property shall be subject to the same General and Special Assessments then being paid by the Owners of all other Lots and Residences in the Community, subject to proration for the actual number of days remaining in the calendar year in which such additional property was added to the Community, (ii) any Assessments which have been previously assessed by the Association to the Owners for the then applicable calendar year shall not be subject to recalculation and (iii) in no event shall the amounts previously paid as either General Assessments or Special Assessments during such calendar year by any Owners be subject to recalculation or refund as a result thereof.

(c) Each Owner of a Lot or Residence, by acceptance of a deed to such Lot or Residence, acknowledges and agrees that the General Assessments and Special Assessments payable by such Owner are subject to change, modification, increase or decrease, respectively, in the event that (i) any additional property is added to the Community or any Lots or Residences are combined, subdivided or resubdivided or (ii) any portion of the Community becomes Common Property.

**Section 4. Computation of General Assessments.** It shall be the duty of the Board to determine and approve annually an annual budget covering the estimated Association Expenses for the Community for the upcoming year. Such budget shall include (i) a capital contribution or reserve account, if necessary, for the capital needs of the Association, and (ii) the amount of General Assessments which shall be payable by each Lot or Residence. The amount set forth in such budget shall constitute the aggregate amount of General Assessments for all of the Community for the then applicable year and each Owner shall pay his or her prorata share of the same as provided in Section 3 above. A copy of the budget setting forth the amount of General Assessments to be levied against the Lots and Residences for the following year shall be delivered to each Owner upon written request of any such Owner.

The Association Expenses to be funded by the General Assessments may include, but shall not be limited to, the following:

(a) Salaries, fringe benefits and other compensation paid and out-of-pocket expenses reimbursed by the Association for its employees, agents, officer, members of the board and any third party contractors;

(b) Management fees and expenses of administration, including legal and accounting fees, incurred by or on behalf of the Association;

(c) Utility charges for any utilities serving any of the Common Property and charges for other common services for Property, including, without limitation, street lighting, trash collection and security services;

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

(e) The expenses of maintaining, operating, repairing and replacing all portions of the Common Property and any other amenities and facilities serving the Community which the Board, in its sole discretion, determines from time to time would be in the best interest of the Association to so maintain, operate, repair or replace;

(f) Ad valorem, real and personal property taxes assessed and levied upon any of the Common Property;

(g) The expenses of the Architectural Committee which are not otherwise paid in full by plan review charges;

(h) The costs and expenses for conducting, promoting and advertising recreational, social, cultural or other related programs, as well as street fairs, festivals and other events for the benefit of the Owners and Occupants;

(i) The cost and expenses of installing, maintaining, repairing, purchasing, replacing and operating seasonal and holiday decorations and lighting for any of the Community;

(j) All other fees, costs and expenses incurred by the Association in accordance with the terms and provisions of the Declaration or which the Board, in its sole and absolute discretion, determines to be appropriate to be paid by the Association, including, without limitation, taxes and governmental charges not separately assessed against Lots or Residences; and

(k) The establishment and maintenance of a reasonable reserve fund or funds (1) for inspections, maintenance, repair and replacement of any portions of the Common Property for which the Association is responsible to inspect, maintain, repair or replace on a periodic basis,



(2) to cover emergencies and repairs required as a results of casualties which are not funded by insurance proceeds, (3) to cover unforeseen operating contingencies or deficiencies arising from unpaid Assessments as well from emergency expenditures and other matters, all as may be authorized from time to time by the Board and (4) for the payment of future Association Expenses.

Section 5. Special Assessments. The Board may levy in any year Special Assessments; provided, however, that any such Special Assessments must be approved by Declarant during the time period during which Declarant is entitled to unilaterally appoint the Board or a majority of the members of the Association (i.e., Owners) who are "in good standing", as defined by the Bylaws, voting at a duly convened meeting of the Association or in a ballot vote by the members of the Association held in accordance with the provisions of the Bylaws. The Board may make Special Assessments payable in one lump sum or in installments over a period of time which may, in the Board's discretion, extend beyond the then fiscal year in which said Special Assessments are levied and assessed. Special Assessments shall be levied against and payable by each Owner in accordance with the provision of Section 3.

Section 6. Specific Assessments. The Board may, in its sole discretion, at any time and from time to time, levy and assess as individual assessments (collectively, "Specific Assessments") against any Lot or Residence: (a) fines against an Owner and such Owner's Lot or Residence in accordance with the terms and provisions of this Declaration, (b) any costs or expenses, including, without limitation, collection costs, professional engineering and architectural fees and expenses, attorneys' fees and expenses, court costs and any administrative costs and expenses incurred by or on behalf of the Architectural Committee, or the Association as a result of the failure of any Owner, Occupant or their respective family members, agents, guests, servants, employees, invitees and contractors, to at all times observe and perform their respective duties under the Declaration, (c) any fees, charges and other costs incident to the use of any of the Common Property for which a charge for the use thereof has been established by the Board, (d) to the extent any Owner has not paid any membership fees which may be due and payable in relation to the Swim and Tennis Facility and any other recreational facilities, and any costs, charges or other amounts payable by an Owner for any special services which the Association and such Owner may have contracted for which have been or will be provided to such Owner by the Association. The Specific Assessments provided for in this Section shall be levied by the Board and the amount and due date of such Specific Assessment shall be specified by the Board in a notice or billing invoice for such Specific Assessment.

Prior to levying any fines as set forth in this Section 6 or Article XIII, Section 23 of this Declaration, the Association shall provide to such Owner written notice of the alleged violation as well as the opportunity for such Unit Owner to appear before the Board and be heard, all as more particularly provided in the Bylaws.

Section 7. Parcel Assessments. Parcel Assessments may be levied against Parcels when the Board has determined that certain Association Expenses apply only to certain Parcels. The Board may, in its sole discretion, at any time and from time to time, levy and assess as assessments against any Parcel, any costs incurred by the Association and applicable to a Parcel, including, without limitation, costs which have been, are or will be incurred for capital improvements which are not paid for by General Assessments and which apply solely to a

Parcel. Parcel Assessments shall be assessed against each Lot or Residence within a Parcel at a uniform rate, with the Owner of each Lot or Residence within a Parcel being required to pay his or her prorata portion of such Parcel Assessment, as determined by a fraction, the numerator of which shall be the total number of Lots or Residences owned by such Owner within such Parcel, and the denominator of which shall be the total number of Lots or Residences in the Parcel at the time such Parcel Assessment is levied. Parcel Assessments shall include the expenses of the Association which benefit only a particular Parcel.

Section 8. Effect on Non-Payment; Remedies of the Association

(a) Each Owner of a Lot or Residence is and shall be deemed to covenant and agree to pay to the Association all Assessments provided for herein. The Association shall provide written notice or a billing invoice to each Owner setting forth the amount of the Assessments due and payable by such Owner and the due date for payment of such Assessments (which due date shall, with respect to General Assessments and Special Assessments only, be at least 30 days from the date of such notice or billing invoice). Any Specific Assessments levied or assessed against any Owner shall be separately assessed by a written notice or billing invoice sent directly by the Association to such Owner and such Specific Assessment shall be due and payable no later than 30 days from the date of such notice or billing invoice. In the event any Assessments or any portions thereof are not paid in full by the due date for such Assessments, then (i) the Owner of such Lot or Residence shall be deemed in default hereunder and (ii) a late fee in the amount of \$25.00 (which amount shall be subject to increase from time to time and at any time, as determined by the Board, in its sole discretion) shall automatically be levied and assessed against such Owner and such Owner's Lot or Residence. In addition, if any Assessments or any portions thereof (including late fees) are not paid in full within 30 days following the due date for the payment of such Assessments, then the unpaid portion of the Assessment (including the late fee) shall accrue simple interest at the Default Rate from and after the 30<sup>th</sup> day following the due date of such Assessments until the same has been paid in full. In the event the Association employs an attorney or otherwise takes any legal action in attempting to collect any amount due from any Owner, such Owner agrees to pay all attorneys' fees and expenses, court costs and all other expenses paid or incurred by the Association. The lien and equitable charge upon each Lot or Residence for an Assessment shall also include all late fee charges, interest at the Default Rate and all attorney's fees, court costs and all other expenses paid or incurred by the Association in attempting to collect any unpaid Assessments.

(b) In the event any Assessments are not paid by any Owner within 30 days following the due date for the payment of such Assessments, then, in addition to all other rights and remedies provided at law or in equity, the Association, acting through its Board or through any of its officers or authorized representatives, may at any time thereafter undertake any or all of the following remedies:

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

(ii) The Association may enforce the lien created pursuant to Sections 2 and 8(c) hereof in the manner hereinafter provided.

(c) There is hereby created a continuing lien on each Lot and Residence, with power of sale, in favor of the Association, which secures the payment to the Association of any and all Assessments levied against or upon such Lot or Residence, all late fees or charges, interest at the Default Rate and all attorney's fees and expenses, court cost and all other expenses paid or incurred by the Association in collecting any Assessments. If any portion of any Assessments remains unpaid for more than 30 days following the due date for payment of such Assessments, then at any time thereafter, the Association, through the Board or any officer of authorized representative thereof, may, but shall not be obligated to, make written demand on such defaulting Owner, which demand shall state the date and amount of delinquency. Each default shall constitute a separate basis for a demand and claim of lien, but any number of defaults may be included in a single demand. If such delinquency is not paid in full within ten (10) days after the giving of such demand or, even without giving demand, the Association may file a claim of lien and perfect its lien against the Lot or Residence of such delinquent Owner, which claim shall be executed by any member of the Board or any officer of the Association, contain the following information and be recorded in the Probate Office:

- (i) The name of the delinquent Owner;
- (ii) The legal description and street address, if any, of the Lot or Residence upon which the lien claim is made;
- (iii) The total amount claimed to be due including late charges, interest at the Default Rate, collection costs and attorney's fees and expenses incurred to date and a statement, if applicable, that such charges and costs shall continue to accrue and be charged until full payment has been received; and
- (iv) A statement that the claim of the lien is made by the Association pursuant to this Declaration and is claimed against such Lot or Residence in an amount equal to that stated therein.

The lien provided for herein shall be in favor of the Association and may be foreclosed in the same manner as a foreclosure of a mortgage on real property containing a power of sale under the laws of the State of Alabama, as the same may be modified or amended from time to time. The Association shall have the right and power to bid at any such foreclosure sale and to purchase, acquire, hold, lease, mortgage, convey and sell any such Lot or Residence. Each Owner, by acceptance of a deed to any Lot or Residence, shall be deemed to (1) grant to and vest in the Association and its agents, the right and power to exercise the power of sale granted herein and foreclose the lien created herein, (2) grant to and vest in the Association and its agents the right and power to bring all actions against such Owner personally for the collection of all amounts due from such Owner, (3) expressly waive objection to the enforcement and foreclosure of the lien created herein and (4) expressly waive the defense of the statute of

limitations which may be applicable to the commencement of any such suit or action for foreclosure.

(d) In addition to the other rights and remedies provided herein, in the event any Owner fails to pay any Assessments within 30 days from the statement billing date for such Assessments, then the Association shall have the right to suspend the privileges of such Owner, his or her Occupants, family members, guests and invitees from using the Swim and Tennis Facility or any other recreational facilities, if any.

Section 9. Subordination of Lien. Notwithstanding anything provided herein to the contrary, the lien for Assessments and other charges authorized herein with respect to any Lot or Residence is and shall be subordinate to the lien of any Mortgage held by any Mortgagee, but only to the extent that the Mortgage held by any such Mortgagee is recorded in the Probate Office prior to the filing of a claim of lien by the Association pursuant to this Declaration. When a Mortgagee exercises its foreclosure rights provided in its Mortgage and acquires title to or sells to a third party its interest in any Lot or Residence, then such Mortgagee or its purchaser or transferee at such foreclosure sale shall (a) not be liable for the then unpaid portion of any Assessments or other charges incurred prior to the date of transfer or acquisition or title by foreclosure so long as the Mortgage held by such Mortgagee was recorded in the Probate Office prior to the filing of a claim of lien by the Association above, but (b) be liable for all Assessments and other charges levied, assessed or incurred with respect to such Lot or Residence from and after the date of such foreclosure sale. The foregoing shall not relieve any Owner whose Lot or Residence has been foreclosed from the personal obligation to pay all Assessments and other charges levied, assessed or incurred by the Association and the Association shall have the right to pursue all rights and remedies against a defaulting Owner notwithstanding the foreclosure of a Mortgage by Mortgagee on such Owner's Lot or Residence.

Section 10. Exemptions from Assessments. Any and all Lots owned by Declarant which do not include a Residence thereon shall be exempt from the payment of any and all assessments under this Declaration, including General Assessments, Special Assessments or Parcel Assessments. Notwithstanding anything to the contrary in this Declaration, Declarant may also designate any Lot or Residence as being exempt from the payment of General Assessments, Special Assessments or Parcel Assessments or may by deed, contract or other written instrument reduce the amount of General Assessments, Special Assessments or Parcel Assessments which may be payable by any Lot or Residence within the Community.

6. All references to the "Board" in Article VI relating to permission, review, regulations and/or decisions relating to the restrictions and rules set forth in said article shall be hereinafter replaced with a reference to the ARC.

7. Article VI, Section 2 is hereby deleted in its entirety and replaced with the following:

"Section 2. Residential Use. Except as otherwise provided to the contrary in this Section 2, each Lot or Residence shall be used for single-family residential purposes only; provided, however, that any portion of the Community may be used for Common Property to the extent

approved by either the Declarant or the Architectural Committee and the Summer Ranbour, Spice Russett and Crimson Crest Parcels may be developed and used for townhomes, condominiums and duplexes as further set forth in Section 29. Furthermore, the Caldaro Park Parcel may be used for the Swim and Tennis Facility. No business or trade activity shall be carried on, in or from any Lot or Residence; provided, however, that the use of any portion of a Residence as an office by an Owner shall not be considered a violation of this covenant if such use does not create regular customer, client or employee traffic. Furthermore, the Board may explicitly permit a Residence to be used for business or trade activity so long as such business, in the sole discretion of the Board, does not create undue disturbance to other Owners, Lots or Residences. The leasing or rental of a Residence for residential purposes only shall not be considered a violation of this covenant so long as said leasing or rental otherwise complies with this Article VI."

8. Article VI, Section 4 is hereby amended by deleting the sixth sentence of the first paragraph thereof and replacing it in its entirety with the following:

"Driveway access to any Lot or Residence within the Community shall be solely from a public right of way or private road easement facing the front façade of the Residence unless otherwise approved in writing by the ARC."

9. Article VI, Section 10 is hereby deleted in its entirety and replaced with the following:

"Section 10. Building Materials. Exterior building materials on all Lots shall consist of brick, stone, stucco, or other material as may be approved by the ARC. The use of vinyl or similar siding shall not be approved or permitted by the ARC. Furthermore, in no event will any exposed concrete cinder block be permitted."

10. Article VI, Section 12 is hereby amended by deleting "12 in." and replacing it with "6 in." as the same relates to tree removal and the required tree caliper therefor.

11. Article VI, Section 15 is hereby amended by deleting the word "clotheslines" in the first sentence thereof and adding the following after the last sentence in said section:

"Outside clotheslines shall not be permitted on any Lot or Residence."

12. Article VI, Section 18 is hereby amended by deleting both the period at the end of the first sentence and the remainder of the section in its entirety and replacing it with the following:

", except that invisible underground pet restraint fencing shall be allowed without prior written consent of the ARC. Fences shall only be permitted around pools and shall consist entirely of wrought-iron or similar design aluminum. All fencing (location, height, material, color, etc.) shall be subject to the written approval of the ARC."

13. Article VI, Section 19 is hereby amended by deleting the phrase "and in Grande Vistas" in the third sentence thereof.

14. Article VI, Section 29(a) regarding the Golden Gate Parcel is hereby amended by deleting subsections (ii) and (iii) in their entirety and replacing them with the following:

“(ii) All Residences constructed within this Parcel shall have rear or side entry garages unless otherwise approved in advance by the ARC in its sole discretion.

“(iii) Roofs of all Residences constructed within this Parcel shall be such material as may be approved in writing by the ARC based on each individual plan.”

The following new subsection (vi) shall be added after subsection (v):

“(vi) All Residences constructed within this Parcel shall have one or two stories. All one story Residences constructed within this Parcel shall have at least 1,700 square feet of heated habitable area and all two story Residences constructed within this Parcel shall have at least 2,400 square feet of heated habitable area.”

15. Article VI, Section 29(b) regarding the Rome Beauty Parcel is hereby amended by deleting subsections (ii), (iii) and (iv) in their entirety and replacing them with the following:

“(ii) All Residences constructed within this Parcel shall have rear or side entry garages unless otherwise approved in advance by the ARC in its sole discretion.

“(iii) Roofs of all Residences constructed within this Parcel shall be such material as may be approved in writing by the ARC based on each individual plan.

“(iv) All Residences constructed within this Parcel shall have one or two stories. All one story Residences constructed within this Parcel shall have at least 1,700 square feet of heated habitable area and all two story Residences constructed within this Parcel shall have at least 2,400 square feet of heated habitable area.”

16. Article VI, Section 29(c) regarding the Russett Park Parcel is hereby amended by deleting subsections (ii), (iii) and (iv) in their entirety and replacing them with the following:

“(ii) All Residences constructed within this Parcel shall have rear or side entry garages unless otherwise approved in advance by the ARC in its sole discretion.

“(iii) Roofs of all Residences constructed within this Parcel shall be such material as may be approved in writing by the ARC based on each individual plan.

“(iv) All Residences constructed within this Parcel shall have one or two stories. All one story Residences constructed within this Parcel shall have at least 1,700 square feet of heated habitable area and all two story Residences constructed within this Parcel shall have at least 2,400 square feet of heated habitable area.”

17. Article VI, Section 29(d) regarding the Gallia Hills Parcel is hereby amended by deleting subsections (ii), (iii) and (iv) in their entirety and replacing them with the following:

“(ii) All Residences constructed within this Parcel shall have rear or side entry garages unless otherwise approved in advance by the ARC in its sole discretion.

(iii) Roofs of all Residences constructed within this Parcel shall be such material as may be approved in writing by the ARC based on each individual plan.

(iv) All Residences constructed within this Parcel shall have one or two stories. All one story Residences constructed within this Parcel shall have at least 1,700 square feet of heated habitable area and all two story Residences constructed within this Parcel shall have at least 2,400 square feet of heated habitable area.”

18. Article VI, Section 29(e) regarding the Apple Blossom Parcel is hereby amended by deleting subsections (ii), (iii) and (iv) in their entirety and replacing them with the following:

“(ii) All Residences constructed within this Parcel shall have rear or side entry garages unless otherwise approved in advance by the ARC in its sole discretion.

(iii) Roofs of all Residences constructed within this Parcel shall be such material as may be approved in writing by the ARC based on each individual plan.

(iv) All Residences constructed within this Parcel shall have one or two stories. All one story Residences constructed within this Parcel shall have at least 1,700 square feet of heated habitable area and all two story Residences constructed within this Parcel shall have at least 2,400 square feet of heated habitable area.”

19. Article VI, Section 29(f) regarding the Caldaro Woods Parcel is hereby amended by deleting subsections (ii), (iii) and (iv) in their entirety and replacing them with the following:

“(ii) All Residences constructed within this Parcel shall have rear or side entry garages unless otherwise approved in advance by the ARC in its sole discretion.

(iii) Roofs of all Residences constructed within this Parcel shall be such material as may be approved in writing by the ARC based on each individual plan.

(iv) All Residences constructed within this Parcel shall have one or two stories. All Residences constructed within this Parcel shall have at least 3,000 square feet of heated habitable area.”

20. Article VI, Section 29(g) regarding the Calvilla Sierras Parcel is hereby amended by deleting subsections (ii), (iii) and (iv) in their entirety and replacing them with the following:

“(ii) All Residences constructed within this Parcel shall have rear or side entry garages unless otherwise approved in advance by the ARC in its sole discretion.

(iii) Roofs of all Residences constructed within this Parcel shall be such material as may be approved in writing by the ARC based on each individual plan.

(iv) All Residences constructed within this Parcel shall have one or two stories. All one story Residences constructed within this Parcel shall have at least 1,700 square feet of heated habitable area and all two story Residences constructed within this Parcel shall have at least 2,400 square feet of heated habitable area.”

21. Article VI, Section 29(h) regarding the Brandy Highlands Parcel is hereby amended by deleting subsections (ii), (iii) and (iv) in their entirety and replacing them with the following:

“(ii) All Residences constructed within this Parcel shall have rear or side entry garages unless otherwise approved in advance by the ARC in its sole discretion.

(iii) Roofs of all Residences constructed within this Parcel shall be such material as may be approved in writing by the ARC based on each individual plan.

(iv) All Residences constructed within this Parcel shall have one or two stories. All one story Residences constructed within this Parcel shall have at least 1,700 square feet of heated habitable area and all two story Residences constructed within this Parcel shall have at least 2,400 square feet of heated habitable area.”

22. Article VI, Section 29(i) regarding the Grande Vistas Parcel is hereby amended by deleting subsections (ii), (iii) and (iv) in their entirety and replacing them with the following:

“(ii) All Residences constructed within this Parcel shall have rear or side entry garages unless otherwise approved in advance by the ARC in its sole discretion.

(iii) Roofs of all Residences constructed within this Parcel shall be such material as may be approved in writing by the ARC based on each individual plan.

(iv) All Residences constructed within this Parcel shall have one or two stories. All one story Residences constructed within this Parcel shall have at least 1,700 square feet of heated habitable area and all two story Residences constructed within this Parcel shall have at least 2,400 square feet of heated habitable area.”

23. Article VI, Section 29(j) regarding the Cider Forrest Parcel is hereby amended by deleting subsections (ii), (iii) and (iv) in their entirety and replacing them with the following:

“(ii) All Residences constructed within this Parcel shall have rear or side entry garages unless otherwise approved in advance by the ARC in its sole discretion.

(iii) Roofs of all Residences constructed within this Parcel shall be such material as may be approved in writing by the ARC based on each individual plan.

(iv) All Residences constructed within this Parcel shall have one or two stories. All one story Residences constructed within this Parcel shall have at least 1,700 square feet of heated habitable area and all two story Residences constructed within this Parcel shall have at least 2,400 square feet of heated habitable area.”



24. Article VI, Section 29 is amended to add the following new sub-sections:

(k) Parcel Eleven – Winesap Heights

- (i) Except as otherwise provided to the contrary in this Declaration, each Lot and Residence shall be used for single-family residential purposes only and permitted accessory buildings, as may be necessary. No Residences or other improvements of any nature whatsoever shall be constructed on any Lot or Residence unless such Residence or improvements have been approved by the ARC in the manner set forth in Article VII.
- (ii) All Residences constructed within this Parcel shall have rear or side entry garages unless otherwise approved in advance by the ARC in its sole discretion.
- (iii) Roofs of Residences constructed on all of said lots shall be such material as may be approved in writing by the ARC based on each individual plan.
- (iv) All Residences constructed within this Parcel shall have one or two stories. All one story Residences constructed within this Parcel shall have at least 1,700 square feet of heated habitable area and all two story Residences constructed within this Parcel shall have at least 2,400 square feet of heated habitable area.
- (v) All walls and supports below the main floor of the Residence shall have an exterior of stone, masonry brick or other material as may be approved by the ARC.

(l) Parcel Twelve – Grande Villas

- (i) Except as otherwise provided to the contrary in this Declaration, each Lot and Residence shall be used for single-family residential purposes only and permitted accessory buildings, as may be necessary. No Residences or other improvements of any nature whatsoever shall be constructed on any Lot or Residence unless such Residence or improvements have been approved by the ARC in the manner set forth in Article VII.
- (ii) All Residences constructed within this Parcel shall have rear or side entry garages unless otherwise approved in advance by the ARC in its sole discretion.

- (iii) Roofs of Residences constructed on all of said lots shall be as may be approved in writing by the ARC based on each individual plan.
- (iv) All Residences constructed within this Parcel shall have one or two stories. All one story Residences constructed within this Parcel shall have at least 1,700 square feet of heated habitable area and all two story Residences constructed within this Parcel shall have at least 2,400 square feet of heated habitable area.
- (v) All walls and supports below the main floor of the Residence shall have an exterior of stone, masonry brick or other material as may be approved by the ARC.

(m) Parcel Thirteen – York Imperial

- (i) Except as otherwise provided to the contrary in this Declaration, each Lot and Residence shall be used for single-family residential purposes only and permitted accessory buildings, as may be necessary. No Residences or other improvements of any nature whatsoever shall be constructed on any Lot or Residence unless such Residence or improvements have been approved by the ARC in the manner set forth in Article VII.
- (ii) All Residences constructed within this Parcel shall have rear or side entry garages unless otherwise approved in advance by the ARC in its sole discretion.
- (iii) Roofs of Residences constructed on all of said lots shall be of such material as may be approved in writing by the ARC based on each individual plan.
- (iv) All Residences constructed within this Parcel shall have one or two stories. All one story Residences constructed within this Parcel shall have at least 1,700 square feet of heated habitable area and all two story Residences constructed within this Parcel shall have at least 2,400 square feet of heated habitable area.
- (v) All walls and supports below the main floor of the Residence shall have an exterior of stone, masonry brick or other material as may be approved by the ARC.

(n) Parcel Fourteen – Summer Ranbour Town Homes, which may also, at Declarant's option, interchangeably be referred to as The Fairway at Cider Ridge

- (i) This Parcel shall be used solely for single-family residential townhome purposes only and permitted accessory buildings, as may be necessary.
  - (ii) The height of all Residences on this Parcel shall be compatible with all other Residences located on this Parcel and shall not exceed three (3) stories. Each townhome building, which contains the Residences on this Parcel, shall also not exceed three (3) stories.
  - (iii) No Residences or other improvements of any nature whatsoever shall be constructed on the Parcel unless such Residence or improvements have been approved by the ARC in the manner set forth in Article VII.
  - (iv) All Residences constructed within this Parcel shall have at least 1,000 square feet of heated habitable area.
  - (v) All exterior walls and supports shall have an exterior of stone, masonry brick or other material as may be approved by the ARC.
- (o) Parcel Fifteen – Spice Russett Town Homes
- (i) This Parcel shall be used solely for single-family residential townhome purposes only and permitted accessory buildings, as may be necessary.
  - (ii) The height of all Residences on this Parcel shall be compatible with all other Residences located on this Parcel and shall not exceed three (3) stories. Each townhome building, which contains the Residences on this Parcel, shall also not exceed three (3) stories.
  - (iii) No Residences or other improvements of any nature whatsoever shall be constructed on the Parcel unless such Residence or improvements have been approved by the ARC in the manner set forth in Article VII.
  - (iv) All Residences constructed within this Parcel shall have at least 1,000 square feet of heated habitable area.
  - (v) All exterior walls and supports shall have an exterior of stone, masonry brick or other material as may be approved by the ARC.

## (p) Parcel Sixteen – Crimson Crest Town Homes

- (i) This Parcel shall be used solely for single-family residential townhome purposes only and permitted accessory buildings, as may be necessary.
- (ii) The height of all Residences on this Parcel shall be compatible with all other Residences located on this Parcel and shall not exceed three (3) stories. Each townhome building, which contains the Residences on this Parcel, shall also not exceed three (3) stories.
- (iii) No Residences or other improvements of any nature whatsoever shall be constructed on the Parcel unless such Residence or improvements have been approved by the ARC in the manner set forth in Article VII.
- (iv) All Residences constructed within this Parcel shall have at least 1,000 square feet of heated habitable area.
- (v) All exterior walls and supports shall have an exterior of stone, masonry brick or other material as may be approved by the ARC.

## (q) Parcel Seventeen – Caldaro Park: one Lot – Swim and Tennis facility with parking

(i) This Parcel may contain a swim and tennis facility and accompanying parking lot (the "Swim and Tennis Facility") if so constructed by Declarant and shall be used for the general use and enjoyment of the Owners, and others, as may be approved by the Board.

(ii) After the construction of the Swim and Tennis Facility, Declarant shall transfer Parcel Seventeen by deed, to the Association. The Association, through the Board, shall thereafter, own, operate, manage and maintain the Swim and Tennis Facility.

(iii) In performing its management duties of the Swim and Tennis Facility, the Association, through the Board, shall promulgate and implement, as necessary, certain rules and regulations as may be necessary and beneficial for the operation of the Swim and Tennis Facility which shall be added to any existing Rules and Regulations.

(iv) The design and plans for the Swim and Tennis Facility, and the amenities thereof, shall be determined by the Declarant for its initial construction

(with no ARC approval required). If the Association desires to make any modification to the Swim and Tennis Facility, the design and plans therefor shall be subject to the prior written approval of the ARC.

(v) In performing its responsibilities hereunder, the Association, through the Board, shall have the right and authority to delegate to such persons of its choice, including third party management companies which may be affiliates of Declarant, the duties of the management of the Swim and Tennis Facility and the enter into any agreements, as may be approved by the Board, for the purposes thereof."

25. Article VI, Section 34 is hereby deleted in its entirety.

26. The following new Article VI, Section 35 is hereby added to the end of Article VI:

Section 35. Prohibition of Timesharing. Timesharing shall be prohibited in the Community. The term "timesharing" shall include, without limitation, timeshare estate, timeshare use and time share interval programs.

27. The following new Article VI, Section 36 is hereby added after Section 35:

"Section 36. Compliance. All completed Residences or Residences currently under construction as of the date of recording this Second Amendment shall not be required to conform to the amended architectural standards of Sections 10, 18 and 29 of Article VI, as set forth in this Amendment. In the event that such completed Residences or Residences currently under construction undertake subsequent material modifications to the appearance or architectural integrity thereof, such material modifications shall be subject to full review by the ARC and the amended architectural standards set forth herein and shall further require full compliance by such Residence with the amended architectural standards of Sections 10, 18, and 29 of Article VI, as set forth herein.

28. Article VII is hereby deleted in its entirety and replaced with the following new Article VII:

#### "ARTICLE VII

##### Architectural Review; Architectural Review Committee.

Section 1. Approval Required. The Architectural Review Committee shall be established by the Association and shall govern as follows. As set forth in the Declaration no improvements may be constructed nor any construction commenced on any Lot or existing Residence at Cider Ridge without the prior written approval of (i) the plans and specifications for the same, and (ii) the applicant Owner's contractor and, or homebuilder, issued by the Association via the ARC. Any and all consents, approvals and decisions by the ARC referenced herein this Declaration shall be made in the ARC's sole and absolute discretion. Notwithstanding Article XIII, Section 22 of the Declaration, the Board, in its sole discretion, may enforce the provisions of this Article VII, Section 1, through judicial process, including the

initiation of a judicial proceeding in a court of competent jurisdiction for the purpose of seeking monetary or equitable relief.

Section 2. Membership. The Association's Board shall appoint a 3 member architectural review committee (sometimes herein referred to as the "Architectural Committee" or the "ARC"), for the review and comment and/or approval of all such plans and specifications. Until the first meeting of the Association, the ARC for Cider Ridge shall be comprised of Timothy Meagher, Billy Grazzard and Bobby Keys and the members of the ARC will be designated and may be removed at any time by the Declarant until such time as the Declarant no longer is entitled to unilaterally appoint the Board, at which time the Association shall become vested with the rights, duties and functions of appointing the members of the ARC, all of which shall be enforceable by the Association.

Section 3. Obligation to Construct. Upon the issuance of written approval of plans and specifications by the ARC, all Owners covenant and agree to (i) commence construction of the approved improvements within 60 days of the ARC written approval or such approval shall be automatically deemed to have been revoked, unless such commencement deadline is extended in writing by the ARC, (ii) diligently prosecute all construction in a good and workmanlike manner until completion in strict accordance with the approved plans and specifications, and (iii) complete construction of the approved improvements in strict accordance with the approved plans and specifications in no less than 270 days unless such completion deadline is extended in writing by the ARC.

Section 4. Comments from the ARC. In any case in which the ARC shall disapprove any plans or shall approve plans only upon specified modifications or conditions, the disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action is based. Upon approval by the ARC of any plans submitted hereunder, a copy of the plans, as approved, shall be deposited for permanent record with the ARC.

Section 5. Submission; Sole Discretion. The ARC shall provide a written response to Owners' submission of plans, specifications and other data for review, within thirty (30) days of the ARC's receipt of the same. In the event that the ARC has not provided a written response within thirty (30) days, said plans, specifications and data shall be deemed approved by the ARC for all purposes herein, unless the ARC has provided written notice to said Owner of its reason for delay or a request for further information. Plans, specifications and other data that are otherwise not authorized by this Declaration shall not, however, be deemed approved because of the ARC's failure to respond under any circumstances. The ARC shall, in its sole discretion, determine whether the plans, specifications and other data submitted by any Owner for approval are acceptable. Any approval granted by the ARC shall be effective only if such approval is in writing. The ARC shall have the right to disapprove any plans upon any ground which is consistent with the objectives and purposes of this Declaration, including, without limitation, purely aesthetic considerations, failure to comply with any of the provisions of this Declaration, failure to provide requested information, objection to exterior design, appearances or material, objection on the ground of incompatibility with the overall scheme of development for the Lot or for the Property, objection to location of any proposed improvement on any Lot, objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any dwellings or other improvement on any Lot or any other matter which in the sole and absolute

judgment of the ARC would render the proposed dwelling or other improvement inharmonious with the general plan of development for the Community. The approval of plans for any one Lot shall not be deemed an approval or otherwise obligate the ARC to approve similar plans for any other Lot.

**Section 6. Inspection.** The Declarant, the Association or the ARC, or any agent or employee thereof, may at any reasonable time or times enter upon and inspect any Lot and any improvement thereon to determine if the maintenance of such Lot and the maintenance, construction, or alteration of any improvement thereon are in compliance with the provisions hereof; and neither Declarant, nor the Association, nor the ARC, nor an agent, officer or employee thereof shall be deemed to have committed a trespass or other wrongful act by reason of the entry or inspection. Any inspection shall be for the sole purpose of determining compliance with this Declaration, and neither the making of any inspection, nor the failure to make any inspection, shall be relied upon by Owners or any third persons or entities for any purpose whatsoever; nor shall any inspection obligate Declarant, the Association or the ARC to take any particular action based on the inspection.

**Section 7. ARC Approval: Limited Scope.** The approval of any plans by the ARC shall not be construed in any respect as a representation or warranty by the ARC, the Association or Declarant or of any director, officer, employee or agent of any of them, to any Owner or any other person that the surface or subsurface conditions of any Lot or of any other portion of the Community are suitable for the construction of a dwelling or other improvement thereon. It shall be the sole responsibility of each Owner to determine the suitability and adequacy of the surface and the subsurface conditions of such Owner's Lot. None of the ARC, the Association or Declarant or of any director, officer, employee or agent of any of them shall be liable or otherwise responsible for any damage or injury suffered or incurred by any Lot Owner or any other person as a result of surface or subsurface conditions affecting a Lot or any portion thereof.

**Section 8. Waiver.** THE SCOPE OF REVIEW BY THE ARC IS LIMITED TO APPEARANCE ONLY AND DOES NOT INCLUDE ANY RESPONSIBILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER SIMILAR OR DISSIMILAR FACTORS. None of the ARC, or the Association, or Declarant, or any architect, agent, officer, attorney or employee of any of the foregoing, shall be responsible in any way for any failure of any improvement to comply with requirements of this Declaration, even if a certificate of compliance has been issued, nor for any defects in any plans submitted, revised or approved, nor for any structural or other defects in any work done according to any plans, and all persons relying thereon agree not to sue or claim against the entities and persons referred to in this Section for any cause arising out of the matters referred to in this Section and further agree to and do hereby release each of these entities and persons from any and every such cause to the fullest extent permitted by law. **Each Owner, by acceptance of a deed for any Lot, hereby releases the ARC, the Association, the Declarant and their respective agents, officers, directors, members and successors and assigns, from all liability of every nature whatsoever arising from damage, loss or expense suffered, claimed, paid or incurred by any Lot Owner or from any injury to property or injury or death to any person, related in any way to any defects in any plans submitted to or approved by the ARC, any defects**

resulting in any work done under any plans, specifications or other data submitted, or any action taken or not taken by the ARC, Declarant or the Association related thereto.

Section 9. Variances. The ARC may, in its sole and absolute discretion, grant any variances from any of the restrictions contained in this Declaration upon written application to the ARC requesting a variance; provided, however, that the grant of a variance to one party shall not vest in any other party a right to receive the same or a similar variance. All variances shall be in writing and signed by the ARC.

Section 10. Charges. The ARC shall have the right to establish from time to time reasonable charges and fees for the review of any plans, and for issuing any certificate or statement required by, or requested pursuant to, this Declaration. The ARC shall, upon request and at reasonable charges, furnish to any Owner a written certificate setting forth whether all necessary approvals have been obtained from the ARC in connection with any dwelling or other improvements on a Lot."

29. Article VIII, Section 1 shall be amended by adding the following subsection (f) to the end of the Section:

"(f) Notwithstanding the foregoing, the Board may obtain such additional insurance coverage, as may be necessary, to cover any liability associated with the Swim and Tennis Facility."

30. The following new sections are hereby added to the Declaration to the end of Article XIII:

Section 23. Board Discretion; Board Action. Notwithstanding anything provided herein to the contrary, the Association shall not be obligated to take any action if, in the reasonable discretion of the Board, the Board determines that the Association's position is not strong enough to justify taking such action or that the covenant, restriction or rule to be enforced is, or is likely to be considered as, inconsistent with applicable law or it is not the Association's interest, based upon hardship, expense or other reasonable criteria, to pursue enforcement action. Any such decision shall not be construed as a waiver by the Association of any rights of the Association to enforce such provision at a later time under any other circumstances or restrict or prohibit the Association from enforcing any other covenant, restriction, rule, regulation or requirement set forth in this Declaration or the Rules and Regulations.

In addition to the rights and remedies granted to the Association elsewhere in this Declaration, the Board may, in its sole discretion, undertake any one or more of the following actions in the event any Owner or Occupant violates or breaches any of the terms or provisions of this Declaration or the Rules and Regulations:

(a) Impose reasonable monetary fines which shall constitute a Specific Assessment; and

(b) Exercise self-help or any other legal or equitable rights and remedies available to Association.



Section 24. Costs. Notwithstanding any provision to the contrary herein this Declaration, any and all costs and expenses incurred by the Association for enforcing the Declaration and/or in abating, enjoining, removing or extinguishing any violation or breach of this Declaration by any Owner or Occupant or their respective contractors, including, without limitation, attorneys' fees and expenses and court costs, shall be paid for by the Owner of the Residence or Lot involved in such action upon demand and shall accrue interest at the Default Rate until paid in full.

Section 25. Binding on Successors. The terms and provisions of this Declaration shall be binding upon each Owner and their respective heirs, executors, administrators, personal representatives, successors and assigns and shall inure to the benefit of Declarant, the Association, all Owners and their respective heirs, executors, administrators, personal representatives, successors and assigns.

Section 25. Cumulative Remedies; No Waiver. All rights, remedies and privileges granted to the Association pursuant to the terms and provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more of such rights, remedies or privileges shall not be deemed to constitute an election of remedies nor shall it preclude the Association or any other person from pursuing such other and/or additional rights, remedies or privileges as may be available at law or in equity. The failure by the Association at any time to enforce any covenant or restriction set forth herein shall in no event be deemed a waiver of the right thereafter to enforce such covenant or restriction.

Section 26. Construction. In all cases, the provisions set forth and provided for in this Declaration shall be construed together and given the interpretation or construction which will best effect the intent of the general plan of development for Cider Ridge. In the event of any conflicts or ambiguity between the terms and provisions of this Declaration, the Articles of Incorporation of the Association, the Bylaws or the Rules and Regulations of the Association, then the terms and provisions of the Declaration shall at all times control. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended and enlarged by application so as to make them fully effective.

Section 27. Standard of Approvals. Whenever in this Declaration Declarant or the Association has the right to approve, consent to, or require any action be taken pursuant to the terms hereof, such approval, consent or required action shall, except as otherwise specifically provided herein to the contrary, be given or withheld in the sole and absolute discretion of Declarant or the Association, as the case may be.

Section 28. Oral Statements Not Binding. Oral statements or representations by Declarant, the Association or any of their respective employees, agents, representatives, successors or assigns, shall not be binding on Declarant or the Association.

Section 29. Notices. Each Owner shall be obligated to furnish to the Association, in writing, the address, if other than the Residence of such Owner, to which any notice to such Owner under this Declaration is to be given, and if no address shall have been designated in

writing, then all notices and demands shall be mailed or delivered to the Residence or Lot of such Owner at Cider Ridge. Any Owner may, for the purposes of notices hereunder, specify in writing to the Association that all notices be submitted to such Owner by facsimile transmission or through the Internet utilizing a specific electronic mailbox for that particular Owner. All notices required or permitted to be given to any Owner pursuant to the terms and provisions of this Declaration shall be deemed to have been sufficiently given or served upon any Owner when either (a) deposited in the United States mail for first-class delivery with postage prepaid and addressed to the last address furnished by such Owner to the Association (or if no address has been furnished, then to the Residence of such Owner), in which case notice shall be deemed given upon deposit of same in the United States mail, (b) delivered to such Owner's Lot or Residence, in which event notice shall be deemed given upon personal delivery of such notice to Owner or any Occupant of such Residence or Lot or when attached to the front door of the Residence, (c) sent by facsimile transmission to a facsimile number provided in writing by such Owner to the Association, which notice shall be deemed to have been given upon transmission of such facsimile notice or (d) sent by Internet to an electronic mailbox address provided in writing by such Owner to the Association, which notice shall be deemed to have been given upon transmission of such electronic mail by the Association. All notices to the Association shall be delivered or sent to the following address:

Cider Ridge Owners' Association, Inc.  
 c/o William Jackson, Esq.  
 Young, Wollstein, Jackson, Whittington, & Russell, LLC  
 1304 Quintard Avenue  
 Anniston, Alabama 36202

or to such other address as the Association may from time to time specify in a notice to the Owners. All notices to Declarant shall be sent or delivered to Declarant at the above address or to such other address as Declarant may designate in a written notice to the Association.

Section 30. Clarifying Documents. Each Owner covenants and agrees to execute, sign and deliver, or cause to be executed, signed and delivered and to otherwise do or make, or cause to be done and made, any and all agreements, instruments, papers, deeds, acts or things, supplemental, conformity or otherwise, which may be reasonably requested by Declarant or the Association for the purpose of or in connection with clarifying, amending or otherwise consummating any of the transactions and matters herein.

Section 31. Reservation of Easement. For all real property owned by Declarant at the time this Second Amendment is recorded in the Probate Office, Declarant reserves unto itself, its successors and assigns, a permanent, perpetual and non-exclusive blanket easement over, across, through, upon and under the Common Property for the construction, operation and maintenance, repair and replacement thereon of utility lines (including connection rights to any existing Utility Lines situated at Cider Ridge).

31. Enforcement of Liens. Article XIII, Section 22(a) shall be amended by adding the following sentence to the end of the paragraph:

"Notwithstanding the foregoing, the waiver of trial by jury herein shall not preclude the judicial process set forth in Article IV herein, for assessments and the creation and enforcement of liens relating to the Community."

32. Exhibit A. Exhibit "A" of the Declaration shall be amended as follows:

(a) The definition of Architectural Committee or ARC is hereby added as follows:

"Architectural Committee" or "ARC" shall have the meaning ascribed to such defined term as set forth in Article VII, Section 2.

(b) The definition of "Association Expenses" shall be deleted in its entirety and replaced with the following:

"Association Expenses" shall mean and refer to all expenditures made or incurred by or on behalf of the Association, including, without limitation, those expenses described in Article IV, Section 4 herein, together with all funds assessed for the creation or maintenance of reserves pursuant to the provisions of this Declaration.

(c) The definition of "Default Rate" is hereby added as follows:

"Default Rate" shall mean the lesser of eighteen (18%) per annum or the highest rate which may be charged to said Owner by law.

(d) The definition of "General Assessments" is hereby added as follows:

"General Assessments" with respect to each Lot or Residence shall mean the prorata portion of the Association Expenses payable each calendar year by each Owner in accordance with Article IV, Section 4.

(e) The definition of "Lot" shall be deleted in its entirety and replaced with the following:

"Lot" shall mean and refer to any unimproved portion of the Community upon which it is intended that a Residence be constructed thereon. Upon the recordation of any subdivision plat for any portion of the Community, each lot indicated thereon (other than any lots designated thereon as Common Property or which subsequently become Common Property) shall be deemed a Lot for purpose of this Declaration. A parcel of land shall be deemed unimproved and thus considered to be a Lot, rather than a Residence until the improvements constructed thereon are sufficiently complete to reasonably permit habitation thereof. Upon completion of construction of such improvements, such Lot and the improvements thereon shall collectively be considered to be a Residence for purposes of this Declaration. Common Property shall not constitute Lots.

(f) The definition of "Occupant" shall be deleted in its entirety and replaced with the following:

"Occupant" shall mean and include any family members, guests, tenants, agents, servants, employees and invitees of any Owner and their respective family members, guests tenants, agents, servants, employees, invitees and any other person who occupies or uses any Lot or Residence within the Community.

(g) The definition of "Owner" shall be deleted in its entirety and replaced with the following:

"Owner" shall mean and refer to the shall refer to the Person, including the Declarant, who is the record owner of fee simple title to any Lot or Residence, but shall not include (i) any Mortgagee unless and until such Mortgagee has foreclosed on its mortgage and purchased such Lot or Residence at the foreclosure sale held with respect to the foreclosure of such mortgage or (ii) any lessee, purchaser, contract purchaser or vendor who has an interest in any Lot or Residence solely by virtue of a lease, contract, installment contract or other agreement.

(h) The definition of "Parcel" shall be deleted in its entirety and replaced with the following:

"Parcel" shall mean and refer to the separately designated residential neighborhood areas set forth in Article VI, Section 29.

(i) The definition of "Residence" shall be deleted in its entirety and replaced with the following:

"Residence" shall mean and refer to any improved Lot intended for use as a single-family attached or detached residential housing unit, including, without limitation, townhouses, condominiums, duplexes, and cluster, patio and garden homes. A parcel of land shall be deemed unimproved and thus considered to be a Lot, rather than a Residence until the improvements constructed thereon are sufficiently complete to reasonably permit habitation thereof. Upon completion of construction of such improvements, such Lot and the improvements thereon shall collectively be considered to be a Residence for purposes of this Declaration. Common Property shall not constitute Residences. Each condominium unit within a condominium shall, for purposes of this Declaration, constitute a Residence.

(j) The definition of "Rules and Regulations" is hereby added as follows:

"Rules and Regulations" shall have the meaning ascribed to such defined term as set forth in Article III, Section 5.

(k) The definition of "Special Assessments" is hereby added as follows:

"Special Assessments" shall mean those assessments levied for expenses relating to Common Property, or any extraordinary costs incurred by the Association, including, without

limitation, costs which have been, are or will be incurred for capital improvements, which are not paid for from General Assessments.

(l) The definition of "Specific Assessments" is hereby added as follows:

"Specific Assessments" shall mean those individual assessments set forth in Article IV, Section 6.

(m) The term "Swim and Tennis Facility" shall have the meaning ascribed to such defined term as set forth in Article VI, Section 29(q).

(n) Furthermore, the name ascribed to any Neighborhood or Parcel hereunder or in the initial Declaration may, at Declarant's option while Declarant maintains the unilateral right to appoint members of the Board, be renamed by Declarant by unilaterally filing, of public record in the Probate Office, a statement of name change referring to this Declaration and the Neighborhood or Parcel being renamed by its former name and its new name.

33. Declaration. Except as specifically modified and amended hereby, the Declaration shall remain in full force and effect in accordance with its respective terms.

34. Governing Law. This Amendment shall be governed by and construed and enforced in accordance with the substantive laws of the State of Alabama.

[Signature on following page]

IN WITNESS WHEREOF, Declarant has executed this Amendment as the date first set forth above.

DECLARANT:

CIDER RIDGE ESTATES, LLC,  
a Delaware limited liability company

By: WELLS FARGO BANK, N.A.,  
as trustee for the holders of those certain Oxford,  
Alabama Municipal Improvement District No. 1  
Assessment Revenue Bonds, Series 2001 under  
Trust Indenture originally dated July 1, 2001  
Its: Sole Member

By: Virginia Anne Housum  
Name: Virginia Anne Housum  
Its: VICE PRESIDENT

STATE OF MINNESOTA )  
COUNTY OF HENNEPIN )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Virginia Anne Housum, whose name as Vice President of Wells Fargo Bank, N.A., as trustee for the holders of those certain Oxford, Alabama Municipal Improvement District No. 1 Assessment Revenue Bonds, Series 2001 under Trust Indenture originally dated July 1, 2001, its sole member of Cider Ridge Estates, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal of office this 7<sup>th</sup> day of July, 2008.

Sybil Aikens Hill  
Notary Public

My commission expires:  
1/31/2013

[SEAL]



## SCHEDULE 1

## Property Description from New Plat

**Tract 1 (Park Area):**

Commencing at an aluminum monument with a cap marking the northeast corner of Section 36, Township 16 South, Range 8 East of the Huntsville Meridian in Calhoun County, Alabama, run N 84° 23' 47" W for 1,425.94 feet to a iron pin marking the northerly most corner of Lot 10, Block R.B. (Rome Beauty) of Cider Ridge Subdivision as recorded in Plat Book EE, Page 43, in the Probate Office of Calhoun County, Alabama; thence run N 51° 03' 10" E and along the southeasterly boundary of the Oxford Golf Course Parcel No. 6 for 87.46 feet to a point on the southwesterly right-of-way line of Russet Path (50' R.O.W.); thence run S 55° 01' 57" E along said right-of-way line for 81.98 feet; thence continuing along said right-of-way line of Russet Path with a curve to the right having a radius of 75.00 feet and a chord which bears S 00° 27' 53" W for 123.61 feet; thence continuing along said right-of-way line of Russet Path S 56° 15' 59" W for 39.14 feet; thence leaving said right-of-way line run N 36° 30' 17" W for 170.87 feet to the point of beginning.

The above described property lying in the SE ¼ of Section 25, and the NE ¼ of Section 36, Township 16 South, Range 8 East of the Huntsville Meridian in Calhoun County, Alabama and containing 0.41 acres more or less.

**Tract 2 (Property north of Lot 3 R.P. and south of the Creek):**

Beginning at the northwest corner of Lot 3 R.P., Block R.P. (Russett Path), of Cider Ridge Subdivision, Phase I, as shown in Plat Book EE, Page 43, in the Probate Office of Calhoun County, Alabama; thence run N 82 degrees 29 minutes 43 seconds E along the north line of Lot 3 R.P., a distance of 88.44 feet to the northeast corner of said Lot 3 R.P., thence run N 34 degrees 23 minutes 32 seconds W a distance of 64.44 feet to the southern boundary of Choccolocco Creek; thence run S 80 degrees 25 minutes 15 seconds W along the southern boundary of said Choccolocco Creek a distance of 26.60 feet; thence run S 72 degrees 31 minutes 50 seconds W along said southern boundary of Choccolocco Creek a distance of 57.20 feet; thence leaving said southern boundary of Choccolocco Creek run S 34 degrees 23 minutes seconds E a distance of 52.10 feet to the Point of Beginning.

**Tract 3 (Part of Lot 10 C.S., Plat Book EE, Page 43):**

That part of Lot 10 C.S., Block C.S. (Calvilla Sierra), of Cider Ridge Subdivision, Phase I, as shown in Plat Book EE, Page 43, in the Probate Office of Calhoun County, Alabama, being more particularly described as follows:

Beginning at the Northeast corner of said Lot 10 C.S. run S 11 degrees 16 minutes 47 seconds a distance of 50.13 feet; thence run S 74 degrees 34 minutes 32 seconds W a distance of 102.56 feet to a point on the westerly line of said Lot 10 C.S.; thence run N 23 degrees 42 minutes 29 seconds E a distance of 64.46 feet to the Northwestern corner of said Lot 10 C.S.; thence run N 74 degrees 34 minutes 32 seconds E a distance of 65.50 feet to the Point of Beginning.

**Tract 4 (Part of Lot 37 G.G., Plat Book EE, Page 43):**

Lot 37, Block G.G. (Golden Gate), of Cider Ridge Subdivision, Phase I, as shown in Plat Book EE, Page 43, in the Probate Office of Calhoun County, Alabama, LESS AND EXCEPT the following (encroachment area):

Beginning at the northeast corner of Lot #36 G.G. in Block G.G. of Cider Ridge Subdivision as shown in Plat Book EE, Page 45, Sheet 3 of 9 (Slide 331) run S 00° 01' 32" E with the easterly most boundary line of said Lot #36 G.G. for 125.49 feet to a point on the northeasterly right-of-way line of Golden Delicious Loop (Paved, 50' R.O.W.) in said Cider Ridge Subdivision said point also being the southeasterly corner of said Lot #36 G.G.; thence run in a southeasterly direction with the northeasterly right-of-way line of said Golden Delicious Loop for 10.00 feet with a curve to the right having a radius of 125.00 feet and a chord which bears S 67° 11' 52" E for 10.00 feet, thence leaving said right-of-way run N 04° 06' 02" E for 129.70 feet and to the Point of Beginning.

**Tract 5 – Rome Beauty (Plat Book EE, Page 43):**

Lot 11, Block R.B. (Rome Beauty), of Cider Ridge Subdivision, Phase I, as shown in Plat Book EE, Page 43, in the Probate Office of Calhoun County, Alabama.

**Tract 6 – Apple Blossom (Plat Book GG, Page 92):**

Lots 6, 8, 9, 10, 11, 12 and 13, Block A.B. (Apple Blossom), of Cider Ridge Subdivision, Phase I Reassessment Plat, being a resurvey of Cider Ridge Subdivision, as recorded in Plat Book GG, Pages 92 through 112, inclusive, in the Probate Office of Calhoun County, Alabama.

**Tract 7 – Brandy Highland (Plat Book GG, Page 92):**

Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17, Block B.H. (Brandy Highland) of Cider Ridge Subdivision, Phase I Reassessment Plat, being a resurvey of Cider Ridge Subdivision, as recorded in Plat Book GG, Pages 92 through 112, inclusive, in the Probate Office of Calhoun County, Alabama.

**Tract 8 – Cider Forest (Plat Book GG, Page 92):**

Lots 4, 5, 6, 7, 10, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 29 and 30, Block C.F. (Cider Forest), of Cider Ridge Subdivision, Phase I Reassessment Plat, being a resurvey of Cider Ridge Subdivision, as recorded in Plat Book GG, Pages 92 through 112, inclusive, in the Probate Office of Calhoun County, Alabama.

**Tract 9 – Calvilla Sierra (Plat Book GG, Page 92):**

Lots 1, 2, 3, 4, 5, 6, 7, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32, Block C.S. (Calvilla Sierra), of Cider Ridge Subdivision, Phase I Reassessment Plat, being a resurvey



of Cider Ridge Subdivision, as recorded in Plat Book GG, Pages 92 through 112, inclusive, in the Probate Office of Calhoun County, Alabama.

**Tract 10 – Caldaro Woods (Plat Book GG, Page 92):**

Lots 3, 4, 6, 7, 8, 9, 10, 11, 12, 16, 17, 18, 19 and 23, Block C.W. (Caldaro Woods), of Cider Ridge Subdivision, Phase I Reassessment Plat, being a resurvey of Cider Ridge Subdivision, as recorded in Plat Book GG, Pages 92 through 112, inclusive, in the Probate Office of Calhoun County, Alabama.

**Tract 11 – Golden Gate (Plat Book GG, Page 92):**

Lots 1, 2, 4, 5, 6, 7, 8, 9, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 39, 40 and 41, Block G.G. (Golden Gate), of Cider Ridge Subdivision, Phase I Reassessment Plat, being a resurvey of Cider Ridge Subdivision, as recorded in Plat Book GG, Pages 92 through 112, inclusive, in the Probate Office of Calhoun County, Alabama.

**Tract 12 – Gallia Hills (Plat Book GG, Page 92):**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 10, 12, 14, 15 and 16, Block G.H. (Gallia Hills), of Cider Ridge Subdivision, Phase I Reassessment Plat, being a resurvey of Cider Ridge Subdivision, as recorded in Plat Book GG, Pages 92 through 112, inclusive, in the Probate Office of Calhoun County, Alabama.

**Tract 13 – Rome Beauty (Plat Book GG, Page 92):**

Lots 1, 2, 3, 5, 6, 7, 8, 9, 10, 11-A, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 27, 28, 29, 30, 32, 33, 35, 36, 37, 38, 39, 40, 41, 41-A and 41-B, Block R.B. (Rome Beauty), of Cider Ridge Subdivision, Phase I Reassessment Plat, being a resurvey of Cider Ridge Subdivision, as recorded in Plat Book GG, Pages 92 through 112, inclusive, in the Probate Office of Calhoun County, Alabama.

**Tract 14 – Russet Path (Plat Book GG, Page 92):**

Lots 1, 2, 4, 5, 6, 7, 8, 9 and 10, Block R.P. (Russet Path), of Cider Ridge Subdivision, Phase I Reassessment Plat, being a resurvey of Cider Ridge Subdivision, as recorded in Plat Book GG, Pages 92 through 112, inclusive, in the Probate Office of Calhoun County, Alabama.

**Tract 15 – Winesap Heights (Plat Book GG, Page 92):**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18, Block W.H. (Winesap Heights), of Cider Ridge Subdivision, Phase I Reassessment Plat, being a resurvey of Cider Ridge Subdivision, as recorded in Plat Book GG, Pages 92 through 112, inclusive, in the Probate Office of Calhoun County, Alabama.

**Tract 16 – York Imperial (Plat Book GG, Page 92):**

Lots 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 34, 50, 52, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114 and 115, Block Y.I. (York Imperial), of Cider Ridge Subdivision, Phase I Reassessment Plat, being a resurvey of Cider Ridge Subdivision, as recorded in Plat Book GG, Pages 92 through 112, inclusive, in the Probate Office of Calhoun County, Alabama.

**Tract 17 – Caldaro Park (Plat Book GG, Page 92):**

Lot 1, Caldaro Park, of Cider Ridge Subdivision, Phase I Reassessment Plat, being a resurvey of Cider Ridge Subdivision, as recorded in Plat Book GG, Pages 92 through 112, inclusive, in the Probate Office of Calhoun County, Alabama.

**Tract 18 – Spice Russet (Plat Book GG, Page 92):**

Lot 1, Block S.R. (Spice Russet), of Cider Ridge Subdivision, Phase I Reassessment Plat, being a resurvey of Cider Ridge Subdivision, as recorded in Plat Book GG, Pages 92 through 112, inclusive, in the Probate Office of Calhoun County, Alabama.

**Tract 19 – Summer Ranbour (Plat Book GG, Page 92):**

Lot 1, Block S.R. (Summer Ranbour), of Cider Ridge Subdivision, Phase I Reassessment Plat, being a resurvey of Cider Ridge Subdivision, as recorded in Plat Book GG, Pages 92 through 112, inclusive, in the Probate Office of Calhoun County, Alabama.

**Tract 20 – Crimson Crest (Plat Book HH, Page 19):**

Lots 1 and 2, Block C.C. (Crimson Crest), according to the First Amendment to Sheet PL-13, Phase I Reassessment Plat to Cider Ridge Subdivision, as recorded in Plat Book HH, Page 19, in the Probate Office of Calhoun County, Alabama.

**Tract 21 – Winesap Villas (Plat Book HH, Page 21):**

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block W.V. (Winesap Villas), according to the First Amendment to Sheets G-02 and PL-17, Phase I Reassessment Plat to Cider Ridge Subdivision, as recorded in Plat Book HH, Page 21, in the Probate Office of Calhoun County, Alabama.

**Tract 22 - Swap Parcel A:**

Beginning at the northerly most corner of Lot 3, Block R.B., Cider Ridge Subdivision, as recorded in Deed Book EE, Page 43, Slide 331 (Sheet 4 of 9), in the Office of the Judge of Probate, Calhoun County, Alabama, run S 35° 38' 19" E for 251.33 feet; thence run N 69° 09' 07" E for 72.37 feet; thence run N 50° 10' 14" W for 278.72 feet and to the point of beginning.

Said property lying in the NW ¼ of the NE ¼ of Section 36, Township 16 South, Range 8 East of the Huntsville Meridian, Calhoun County, Alabama and containing 0.20 acre, more or less.

LESS AND EXCEPT any part of the above that is now a part of Lots 3 or 5, Block R.B. (Rome Beauty), of Cider Ridge Subdivision, Phase I Reassessment Plat, being a resurvey of Cider Ridge Subdivision, as recorded in Plat Book GG, Pages 92 through 112, inclusive, in the Probate Office of Calhoun County, Alabama.

**Tract 23 - Swap Parcel B:**

Beginning at the northerly most corner of Lot 11, Block R.B., Cider Ridge Subdivision, as recorded in Deed Book EE, Page 43, Slide 331 (Sheet 4 of 9), in the Office of the Judge of Probate, Calhoun County, Alabama, run S 53° 14' 05" E for 315.70 feet; thence run N 51° 20' 40" E for 150.00 feet; thence run N 75° 33' 48" W for 382.11 feet and to the point of beginning.

Said property lying in the NE ¼ of the NE ¼ of Section 36, Township 16 South, Range 8 East of the Huntsville Meridian, Calhoun County, Alabama and containing 0.53 acre, more or less.

**Tract 24 - Swap Parcel C:**

Commencing at the southwesterly most corner of Golf Course Parcel No. 1, also being the northwest corner of Lot 13 R.B., Block R.B., Cider Ridge Subdivision, as recorded in Deed Book EE, Page 43, Slide 331 (Sheet 6 of 9), in the Office of the Judge of Probate, Calhoun County, Alabama run N 53° 38' 14" E for 189.33 feet; thence run N 70° 28' 23" E for 173.66 feet to the point of beginning.

Thence continue N 70° 28' 23" E for 248.31 feet; thence run N 83° 27' 08" E for 307.50 feet; thence run S 47° 34' 53" W for 124.24 feet; thence run S 85° 37' 32" W for 449.11 feet and to the point of beginning.

Said property lying in the NE ¼ of the NE ¼ of Section 36, Township 16 South, Range 8 East of the Huntsville Meridian, Calhoun County, Alabama and containing 0.59 acre, more or less.

LESS AND EXCEPT any part of the above that is now a part of Lots 5, 6 or 7, Block C.F. (Cider Forest), of Cider Ridge Subdivision, Phase I Reassessment Plat, being a resurvey of Cider Ridge Subdivision, as recorded in Plat Book GG, Pages 92 through 112, inclusive, in the Probate Office of Calhoun County, Alabama.

**Tract 25 - Swap Parcel D:**

Beginning at the southwesterly most corner of Block R.B., Cider Ridge Subdivision, as recorded in Deed Book EE, Page 43, Slide 331 (Sheet 4 of 9), in the Office of the Judge of Probate, Calhoun County, Alabama run N 82° 11' 16" E for 755.38 feet; thence run N 52° 26' 43" E for 784.00 feet; thence run S 44° 23' 37" W for 326.07 feet; thence run S 53° 58' 28" W for 332.78

feet; thence run S 68° 07' 36" W for 240.34 feet; thence run S 79° 21' 55" W for 387.35 feet; thence run N 88° 02' 15" W for 269.06 feet and to the point of beginning.

Said property lying in the NE ¼ of the NW ¼ and the NE ¼ of the NE ¼ of Section 36, Township 16 South, Range 8 East of the Huntsville Meridian, Calhoun County, Alabama and containing 1.04 acre, more or less.

LESS AND EXCEPT any part of the above that is now a part of Lots 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 27 or 28, Block R.B. (Rome Beauty), of Cider Ridge Subdivision, Phase I Reassessment Plat, being a resurvey of Cider Ridge Subdivision, as recorded in Plat Book GG, Pages 92 through 112, inclusive, in the Probate Office of Calhoun County, Alabama.

**Tract 26 - Swap Parcel E:**

Beginning at the northwesterly most corner of Lot 13, R.B., Block R.B., Cider Ridge Subdivision, as recorded in Deed Book EE, Page 43, Slide 331 (Sheet 6 of 9), in the Office of the Judge of Probate, Calhoun County, Alabama, run N 53° 38' 14" E for 189.33 feet; thence run S 70° 09' 24" W for 158.00 feet; thence run in a southerly direction with the easterly right-of-way line of Golden Delicious Drive with a curve to the right which has a radius of 175.00 feet and a chord which bears S 03° 45' 17" W for 58.75 feet and to the point of beginning.

Said property lying in the NE ¼ of the NE ¼ of Section 36, Township 16 South, Range 8 East of the Huntsville Meridian, Calhoun County, Alabama and containing 0.09 acre, more or less.

**Tract 27 - Swap Parcel F:**

Beginning at the southerly most corner of Lot 13, Block A.B., Cider Ridge Subdivision, as recorded in Deed Book EE, Page 43, Slide 331 (Sheet 6 of 9), in the Office of the Judge of Probate, Calhoun County, Alabama, run N 59° 00' 25" E for 220.02 feet; thence run S 80° 01' 15" E for 366.74 feet; thence run S 12° 48' 31" E for 624.10 feet; thence run N 16° 45' 16" W for 506.86 feet; thence run N 03° 13' 33" W for 90.82; thence run N 80° 01' 10" W for 91.68 feet; thence run N 86° 58' 30" W for 87.88; thence run N 86° 41' 36" W for 84.89 feet; thence run N 72° 10' 29" W for 84.75 feet; thence run S 68° 57' 48" W for 61.67 feet; thence run S 58° 57' 48" W for 52.94 feet; thence run S 78° 04' 21" W for 92.52 feet and to the point of beginning.

Said property lying in the NE ¼ of the NE ¼ and the SE ¼ of the NE ¼ of Section 36, Township 16 South, Range 8 East of the Huntsville Meridian, Calhoun County, Alabama and containing 0.74 acre, more or less.

LESS AND EXCEPT any part of the above that is now a part of Lot 13, Block A.B. (Apple Blossom), or Lots 23, 24, 25, 26, 28, 29 and 30, Block C.F. (Cider Forest), of Cider Ridge Subdivision, Phase I Reassessment Plat, being a resurvey of Cider Ridge Subdivision, as recorded in Plat Book GG, Pages 92 through 112, inclusive, in the Probate Office of Calhoun County, Alabama.

**Tract 28 - Swap Parcel J:**

Commencing at the northerly most corner of Golf Course Parcel No. 4 lying on the northeasterly right of way line of Winesap Way in the Cider Ridge Subdivision, as said subdivision is shown on plat recorded in Deed Book EE, Page 43, Slide 331 (Sheet 2 of 9), in the Office of the Judge of Probate, Calhoun County, Alabama; run S 42° 59' 44" E for 167.42 feet; thence run N 47° 00' 16" E for 105.29 feet to the point of beginning.

Thence run S 61° 37' 23" E for 260.44 feet; thence run S 51° 25' 46" E for 140.35 feet; thence run S 61° 47' 42" E for 138.12 feet; thence run S 46° 54' 48" E for 548.71 feet; thence run N 30° 30' 35" W for 82.20 feet; thence run N 46° 56' 33" W for 471.66 feet; thence run N 55° 07' 54" W for 276.44 feet; thence run N 67° 20' 21" W for 266.63 feet and to the point of beginning.

Said property lying in the SE ¼ of the NW ¼, the NE ¼ of the SW ¼ and the NW ¼ of the SE ¼ of Section 36, Township 16 South, Range 8 East of the Huntsville Meridian, Calhoun County, Alabama and containing 0.51 acre, more or less.

LESS AND EXCEPT any part of the above that is now a part of Lots 1, 2 or 3, Block W.H. (Winesap Heights), or Lots 1, 2, 3, 4 and 5, Block B.H. (Brandy Highland), of Cider Ridge Subdivision, Phase I Reassessment Plat, being a resurvey of Cider Ridge Subdivision, as recorded in Plat Book GG, Pages 92 through 112, inclusive, in the Probate Office of Calhoun County, Alabama.

Mental Health Fee	4.00
Recording Fee	117.00
<b>TOTAL</b>	<b>121.00</b>