


STATE OF ALABAMA)
 :
MADISON COUNTY)


Doc ID: 022936020026 Type: REST
Filed/Cert: 06/12/2020 09:02:00 AM
Fee Amt: \$89.25 Page 1 of 26
Madison County, AL
FRANK BARGER Probate Judge
File **2020-00041431**

**RESTRICTIVE COVENANTS
FOR
ALLEN ACRES**

KNOW ALL MEN BY THESE PRESENTS, that, WHEREAS, CAMPBELL AND MANCE RESOURCES, LLC, an Alabama limited liability company (hereinafter referred to as the “Declarant”), is the owner of lots and real property known as ALLEN ACRES, according to the plat of said subdivision of record in the Office of the Judge of Probate of Madison County, Alabama, as File No. 2020- 00041329 (hereinafter referred to as the “Subdivision”); and,

WHEREAS, Declarant desires, before any of the lots in Subdivision are sold or conveyed to other persons, to fix and establish these Restrictive Covenants as to the use and enjoyment of all the lots or parcels of land located in the Subdivision; and,

NOW, THEREFORE, the Declarant does by these presents file the following Restrictive Covenants which shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the Declarant and all parties and persons owning any portion of the real property described on Exhibit “A” attached.

1. Association Membership and Voting Rights:

Section 1. Membership. Every owner of a fee or undivided fee interest in any lot that is subject to these Restrictive Covenants shall be deemed to have a membership in the Allen Acres Homeowners Association, Inc. (hereinafter referred to as the “Association”). The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner’s membership. No owner, whether one or more persons, shall have more than one (1) membership per lot. In the event of multiple owners of a lot, votes and rights of use and enjoyment shall be as provided in these Restrictive Covenants and in the By-Laws¹. Membership shall be appurtenant to and may not be separated from ownership of any lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member’s spouse, but in no event shall more than one (1) vote be cast nor office held for each lot owned. The initial Board of Directors of the Association shall be appointed by the Declarant and shall remain until all lots in Subdivision, all phases, are sold or until the Declarant deems appropriate to appoint new Board members, whichever first occurs.

Section 2. Board of Directors. The Board of Directors of the Association shall have the

¹ “By-Laws” shall refer to the By-Laws of Allen Acres Homeowners Association, Inc., attached to these Restrictive Covenants as Exhibit “B” and incorporated herein by this reference.

rights and duties set forth in the Certificate of Formation and the By-Laws. Declarant hereby retains and shall have the right to appoint or remove, with or without cause, any member or members of the Board of Directors and any officer or officers of the Association until all lots in Subdivision, all phases, are sold, or until such earlier date as Declarant elects, in Declarant's sole discretion, to relinquish such right, provided, this right shall not extend more than 20 years following the recordation of these Restrictive Covenants. Each owner, by acceptance of a deed to or other conveyance of a lot, vests in Declarant such authority to appoint and remove members of the Board of Directors and officers of the Association as provided by this Section 2.

Section 3. Voting. Members shall be entitled to one (1) vote for each lot owned. When more than one person holds an ownership interest in any lot, the vote for such lot shall be exercised as those owners themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the lot's vote shall be suspended in the event more than one person seeks to exercise it.

THE ASSOCIATION SHALL HAVE NO AUTHORITY TO ENFORCE THE RESTRICTIVE COVENANTS AND RESTRICTIONS AGAINST THE DECLARANT UNTIL THE RIGHTS OF THE DECLARANT ARE TERMINATED UNDER THE PROVISIONS OF THE RESTRICTIVE COVENANTS. THE FIRST ANNUAL MEETING OF THE HOMEOWNERS ASSOCIATION SHALL BE CALLED BY THE DECLARANT AFTER ALL LOTS IN SUBDIVISION, ALL PHASES, ARE SOLD UNLESS THE DECLARANT, IN ITS SOLE DISCRETION, DEEMS OTHERWISE.

2. Assessments:

Section 1. Purpose of Assessment. The Assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the owners and occupants of lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each owner of any lot, other than the undersigned Declarant and Owner, its successors, heirs and assigns, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, or otherwise, agrees to pay to the Association: (a) Assessments or charges; (b) Special Assessments, such Assessments to be established and collected as hereinafter provided; and (c) Specific Assessments against any particular lot which are established pursuant to the terms of these Restrictive Covenants, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of these Restrictive Covenants. All such Assessments, together with late charges, interest, not to exceed the maximum legal rate, costs, and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the lot against which each Assessment is made. Each such Assessment, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the person who was the owner of such lot at the time the Assessment fell due.

Each owner shall be personally liable for his/her portion of each Assessment coming due while he/she is the owner of a lot, and his/her grantee shall be jointly and severally liable for such

portion thereof as may be due and payable at the time of conveyance to the extent expressly assumed.

Assessments shall be levied equally on all lots and shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration, upon ten (10) days' written notice, of the annual Assessment for delinquents.

Section 3. Special Assessments. In addition to the other Assessments authorized herein, the Board of the Association may levy in any year Special Assessments for common expenses or any extraordinary costs incurred by the Association. The Board may make such 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 provisions provided herein.

Section 4. Lien for Assessments. All sums assessed against any lot pursuant to these Restrictive Covenants, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first mortgage or on any mortgage to Declarant duly recorded in the land records of the county where the real property subject to these Restrictive Covenants is located and all amounts advanced pursuant to such mortgage and secured thereby in accordance with the terms of such instrument.

All other persons acquiring liens or encumbrances on any lot after these Restrictive Covenants shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for Assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens and encumbrances.

Section 5. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessments or installments thereof which are not paid when due shall be delinquent. Any Assessment, or installment thereof, delinquent shall incur a late charge in an amount as the Board may from time to time determine. If the Assessment is not paid when due, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest, not to exceed the maximum legal rate, on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, all sums which may hereafter become due following the recordation of any such lien, and any other amounts provided or permitted by law. In the event that the Assessment remains unpaid, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents, the right and power to bring all actions against him/ her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other owners. The Association, acting on behalf of the owners, shall have the power to bid on the lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same.

No owner, other than the undersigned Declarant, its successors, heirs and assigns, may waive or otherwise exempt himself/herself from liability for the Assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the lot. No diminution or abatement of any Assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under these Restrictive Covenants or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each owner.

ALL PAYMENTS SHALL BE APPLIED FIRST TO COSTS AND ATTORNEY'S FEES, THEN TO LATE CHARGES, THEN TO INTEREST AND THEN TO DELINQUENT ASSESSMENTS.

Section 6. Date of Commencement of Assessments. The assessments provided for herein shall commence on a per Lot basis at the time the Declarant conveys any Lot owned by it to a Third Party². The initial annual assessments owed to the Association shall be ONE HUNDRED FIFTY and No/100 Dollars (\$150.00) per year, unless otherwise declared by the Board of Directors. The first year's assessment is due and payable in advance upon closing of any Lot to a Third Party. Subsequent annual assessments are due and payable in a manner and on a schedule specified by the Board of Directors.

Section 7. Specific Assessments. The Board shall have the power to specifically assess pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied under Paragraph 6, Section 1 of these Restrictive Covenants and the costs of maintenance performed by the Association which the owner is responsible for under Paragraph 3, Section 2, of these Restrictive Covenants shall be specific Assessments. The Board may also specifically assess lots for the following Association expenses, except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association as provided herein:

- (a) expenses of the Association which benefit less than all of the lots may be specifically assessed equitably among all of the lots which are benefitted according to the benefit received.
- (b) expenses of the Association which benefit all lots, but which do not provide an equal benefit to all lots, may be assessed equitably among all lots according to the benefit received.

Section 8. Budget Deficits During Declarant Control. For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant may, but is not

² A Third Party shall be any individual(s) or entity of which Declarant, or any individuals comprising the ownership of Declarant do not possess an ownership percentage.

obligated to: (i) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the regular, Special and Specific Assessments collected by the Association in any fiscal year, and such advances shall be evidenced by promissory notes from the Association in favor of the Declarant, which shall permit interest thereon at a reasonable rate; or (ii) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for such a loan in the local market.

3. **Maintenance; Conveyance of Common Property to Association:**

Section 1. **Association's Responsibility.** The Association shall maintain and keep in good repair the Common Property, a/k/a Common Area (as identified on the recorded Plat, "Common Property"). This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. The Association shall maintain the entry features at the main entrance of the Subdivision and shall maintain and pay the expenses for water or electricity, if any, provided to all such entry features. The Association shall also maintain all medians located in the Subdivision. All property outside of lots located within the Subdivision which was originally maintained by Declarant, any park, playground, clubhouse, pool, and fencing constructed by the Declarant or the Association shall be maintained by the Association.

Additionally, the Association may maintain the lawns and shrubbery of individual homes on such basis as it deems appropriate and assess each owner for the cost of such maintenance, which costs shall be paid by owner as billed. It is anticipated that such maintenance will be done only when the Association deems necessary. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Subdivision, where the Board has determined that such maintenance would benefit all owners.

In the event the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an owner, his/her family, guests, lessees, or invitees, then the Association may perform such maintenance, repair or replacement at owner's sole cost and expense, and all costs thereof shall be added to and become a part of the Assessment to which such owner is subject and shall become a lien against the lot. The foregoing maintenance shall be performed consistent with the Subdivision-Wide Standard³ and shall conform to any applicable ordinances and regulations.

Section 2. **Owner's Responsibility.** Except as provided in Section 1 above, all maintenance of the lot and all structures, parking areas, landscaping, and other improvements thereon shall be the sole responsibility of the owner thereof, who shall maintain such lot in a manner consistent with the Subdivision-Wide Standard and these Restrictive Covenants. In the event that the Board of Directors of the Association determines that any owner has failed or refused to discharge properly his/her obligations with regard to the maintenance, repair, or replacement of items for which he/she is responsible hereunder, the Association shall, except in an emergency

3 Subdivision-Wide Standard shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Subdivision. Such standard may be more specifically determined by the Board of Directors of the Association as same may reasonably determine from time to time, in its sole and absolute discretion.

situation, which shall be determined in the Association's sole discretion, give the owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement at the owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. The Association may provide any such maintenance, repair, or replacement at owner's sole cost and expense, and all costs shall be added to and become a part of the Assessment to which such owner is subject and shall become a lien against the lot and subject to further enforcement action as set forth in Section 2.

Section 3. Conveyance of Common Property by Declarant To Association. The Declarant may, at any time, transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest which is or may be subjected to the terms of these Restrictive Covenants. Such conveyance shall be accepted by the Association, and the property shall thereafter be Common Property to be maintained by the Association for the benefit of all or a part of its members. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section.

4. Use Restrictions:

Section 1. Residential Use. All lots shall be used for single-family residential purposes exclusively. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling except for Common Property that may be used to develop recreational facilities.

Section 2. Approval Required. No building shall be erected, placed or altered on any lot until the construction plats, construction specifications, a plat showing the location of the structure on the lot and a landscape plan, showing the type, size and location of plants and trees, have been approved by the Architectural Control Committee. The landscape plan must include sod in the front yard of the lot. Approval will be to (i) insure the harmony of the external design with existing or planned structures, or the Subdivision-Wide Standard, and (ii) to identify location with respect to topography and finish grade elevation.

Section 3. Minimum Building Size. All residences shall contain a minimum of 1,600 square feet of centrally heated and cooled living space which space shall specifically exclude, without limitation, open porches, garages and unfinished storage areas. The roof pitch of all primary roof sections shall be a minimum of 5 on 12.

Section 4. Setback Lines. No building shall be located on any lot nearer the front lot line or nearer to the side and rear lot lines than the minimum building setback lines required per the recorded plat. The setback lines are as noted on the plat, except on corner lots where the side setback line common to the street shall be a minimum of twenty-five (25) feet. For the purpose of this covenant, eaves, steps and overhang stoops shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to

encroach upon another lot. In order to insure the privacy of each Owner, and to insure a development that is aesthetically pleasing, no dwelling shall be built where the front-most portion of the dwelling is further from the front lot line than fifty (50) feet unless approved in writing by the Architectural Control Committee. In the event Declarant shall decide, in its sole discretion, that strict enforcement of the setback lines and distances contained herein, would work unnecessary hardship in any specific case, then Declarant shall have the right to waive the setback requirements contained herein by filing notice in writing of such waiver in the Office of the Judge of Probate of the county in which the Subdivision is located.

Section 5. Reservation of Easements. Easements for installation and maintenance of utilities and drainage facilities and planting screens and entry signs are reserved as shown on the recorded plat. Pedestrian easements and common areas, if shown on the recorded plat, and the care and maintenance of such are the responsibility of the Association.

Section 6. Nuisance. It shall be the responsibility of each owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No building shall be permitted to stand with its exterior in an unfinished condition for longer than twelve (12) months after commencement of construction. No property within the Subdivision shall be used, in whole or in part, for the storage of any property or thing that will cause such lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the owners and occupants of surrounding property. No noxious or offensive activity shall be carried on within the Subdivision, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property within the Subdivision. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Subdivision. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any lot unless required by law. All grass shall be maintained in a manner consistent with the Subdivision-Wide Standard, regardless of whether the grass is located in the front, side or back yard, or enclosed by fence.

Section 8. Construction. During the period of construction, it shall be the responsibility of the owner to ensure that the builder, or any other contractor or subcontractor working on the premises, keeps the lot and job site in a clean and safe condition. All trash and construction debris shall be contained in a refuse container and such container shall be removed and emptied on a periodic basis when full or unsightly. All refuse containers must be located on the lot and cannot be located in the street. All portable toilet facilities must be placed on the lot no nearer to the street than the front-most corner of the house. No dirt, gravel or other construction material may be dumped or stored on the street or sidewalk. During construction, the owner must ensure that a temporary gravel driveway is constructed from the street to the building area and that mud or other debris is kept off the street and sidewalks. The owner shall be subject to a fine as determined by the Architectural Control Committee for failure to comply with this Section.

Section 9. Outbuildings. No structure of a temporary character including, without limitation, a mobile home, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Permanent outbuildings may be constructed or placed on the lot, subject to written approved by the Architectural Control Committee. Permanent outbuilding exteriors must match the exterior of the residence on the lot.

Section 10. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than nine (9) square feet advertising the property for sale or a sign used by a builder to advertise the property during the construction sales period. Entry signs placed by the Developer are excluded from this restriction. Only two (2) signs may be placed on a lot during the construction period. All other signs must be approved by the Architectural Control Committee.

Section 11. Oil and Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for the use in boring for oil, or any other substance, shall be erected, maintained or permitted upon any lot.

Section 12. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except for dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes and provided that they do not generate offensive noise or odor.

Section 13. Rubbish. No lot shall be used or maintained for a dumping ground for rubbish, trash, garbage or other waste and same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 14. Sidewalks. Concrete side walks are required on each lot and shall be four (4) feet wide and located parallel to the curb with the nearest point of said sidewalk located two (2) feet from the curb. Sidewalks must be constructed and maintained by the owner of the lot on which it is located. Construction of sidewalks shall be completed no later than one (1) year from the sale of any lot by the Declarant.

Section 15. Basketball Goals, Swimming Pool Slides, Etc. No basketball goals, swimming pool slides, or other related swimming pool equipment, or other sports related equipment, including swing sets, may be placed within 20 feet from the front of a lot without the prior written consent of the Architectural Control Committee.

Section 16. Garages. No garage shall be built that shall accommodate less than two (2) cars, i.e. no single car garages are allowed, unless approved by the Architectural Control Committee. All driveways leading to garages shall be of concrete material. All residences shall contain a garage; carports shall not be permitted, unless otherwise approved. Garage doors shall be kept closed at all times, except when the garage is in use.

Section 17. Fences. No fence other than a six foot (6') dog-eared wood fence shall be placed, erected, allowed, or maintained upon any portion of the subdivision, including any lot. All fences must be stained wood and the stain color shall be ~~black or brown~~ ^{Black, Brown or Cedar}. Prior to starting construction of any fence, a plan showing where the fence is to be located and a cross section of the fence must be submitted for approval to the Architectural Control Committee and construction of the fence shall only be commenced with prior written approval by the Architectural Control Committee. In no event shall a woven wire, hog wire, or barbed wire fence be approved.

Section 18. Exteriors. The exterior material of all improvements should be entirely brick or stone. The Architectural Control Committee will consider improvements with other exterior materials, but under no circumstances may such improvements be constructed of natural, untreated wood. All such wood or siding materials must be painted or stained. No owner shall change the roof type, color of shingles, brick type, color of brick, or paint without prior written consent of the Architectural Control Committee.

Section 19. Mailboxes. All mailboxes erected on any lot or street right-of-way, must conform to one standard design. A design will be provided as approved by the Architectural Control Committee and such design will be made available to the owner upon approval of building plans by the Architectural Control Committee.

Section 20. Approval of Architectural Control Committee. The authority of the Architectural Control Committee shall include the approval of construction plans, plot plans showing the location of the dwelling, and any and all other structures to be located on said lot, landscape plans, exterior paint colors, exterior materials and color, roof type and color of shingles. The builder and subsequent owner of a residence shall not change or deviate from those selections approved by the Architectural Control Committee unless such deviation or change is approved in writing by the Architectural Control Committee.

Section 21. Vehicles. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, mini-bikes, scooters, golf carts, go-carts, trucks, campers, buses, vans, recreational vehicles, tractors, mowers, airplanes, and automobiles. All vehicles shall be parked within garages, driveways or other paved parking areas located on a Lot. Parking of any vehicle in yards is prohibited.

No vehicle may be left upon any portion of the Community, except in a garage or other area designated by the Board, for a period longer than five (5) days if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five (5) day period, such vehicle shall be considered a nuisance and may be removed from the Community. No towed vehicle, boat, trailer, bus, camper, recreational vehicle, golf cart, motor home, tractor, mower or mobile home shall be temporarily kept or stored in the Community for any period in excess of one (1) week unless kept in a garage or other area designated by the Board; vehicles parked in violation of this provision shall be considered a nuisance and may be removed from the Community. Trucks with mounted campers that are an Owner's or occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. No eighteen wheel trucks or the cabs of such trucks shall be parked, kept or stored within the Community, and if so

parked, kept, or stored shall be considered a nuisance and may be removed from the Community.

No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles and vehicles authorized by the Board.

5. **Architectural Standards:** The Architectural Control Committee is composed of Aaron Mance, Regina Neece and Jacob Huckabee, and others that may be named later by the Declarant. This Committee is subject to change periodically and without notice. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this Covenant.

No exterior construction, alteration, addition or erection of any nature whatsoever shall be commenced or placed upon any part of the Subdivision, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials and location shall have been submitted in writing to and approved by the Architectural Control Committee, unless the Architectural Control Committee has been dissolved.

As a condition of approval under the Section, an owner, on behalf of himself/herself and his/her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance to and on any change, modification, addition or alteration. In the discretion of the Architectural Control Committee, an owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such owner on behalf of himself/herself and his/her successors-in-interest. The Architectural Control Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Architectural Control Committee, or its representatives, shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available, the Architectural Control Committee may record in the appropriate land records office a notice of violation naming the violating owner.

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Control Committee or the members thereof assume liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Architectural Control Committee, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every owner agrees that he/she will not bring any action or suit against Declarant, the Architectural Control Committee, employees, and agents of any of them to recover any such damages and hereby releases, remise, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection

with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provide that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

6. Annexation of Additional Property:

Section 1. Unilateral Annexation by Declarant.

(a) As the owner thereof or, if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option from time to time at any time until twenty (20) years after the recording of these Restrictions to subject all or any portion of the real property described in Exhibit "C", attached hereto and by reference made a part hereof, or Exhibit "C" as may subsequently be amended, to the provisions of these Restrictions and the jurisdiction of the Association by filing for record, in the county in which the property to be annexed is located, a Supplementary Declaration, or similar filing, describing the property being annexed. Any such annexation shall be effective upon the filing for record of such Supplementary Declaration unless otherwise provided therein. As long as rights of the owners are not adversely affected, the Declarant may unilaterally amend these Restrictions to reflect the different character of any such annexed real property.

(b) The rights reserved unto Declarant to subject additional land to these Restrictions shall not be implied or construed so as to impose any obligation upon Declarant to subject any of such additional land to these Restrictions or to the jurisdiction of the Association. If such additional land is not subjected to these Restrictions, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such additional land nor shall such rights in any manner limit or restrict the use to which such additional land may be put by Declarant or any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

Section 2. Other Annexation. Subject to the consent of the owner thereof and the consent of the Declarant (so long as the Declarant has an option to subject additional property to these Restrictions as provided above) upon the affirmative vote of a majority of the Association vote present or represented by proxy at a meeting duly called for such purpose, the Association may annex real property to the provisions of these Restrictions and the jurisdiction of the Association by filing for record in the county in which the property to be annexed is located, a Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration shall be signed by the President and Secretary of the Association, and any such annexation shall be effective upon the filing for record of such Supplementary Declaration, unless otherwise provided therein.

7. General Provisions:

Section 1. Each owner and occupant shall comply strictly with the By-Laws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the Restrictive Covenants, conditions, and restrictions set forth in these Restrictive Covenants and in the deed to his/her lot, if any. The Board of Directors may impose fines or other sanctions, which shall be collected to comply with these Restrictive Covenants the By-Laws or the

rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by an aggrieved owner. Failure by the Association or any owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of violation of these Restrictive Covenants, By-Laws, rules and regulations, use restrictions, or design guidelines and to assess the cost of recording and removing such notice against the owner who is responsible (or whose occupants are responsible) for violating the foregoing. The amount of the fine will be set by the Board of Directors of the Association and may be adjusted from time to time as determined by the Board.

Section 2. Amendment. These Restrictive Covenants may be amended unilaterally at any time and from time to time by Declarant if:

(a) such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination that shall be in conflict therewith;

(b) such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the lots subject to these Restrictive Covenants;

(c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the lots subject to these Restrictive Covenants; or

(d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the lots subject to these Restrictive Covenants; provided, however, any such amendment shall not adversely affect the title to any owner's lot unless any such lot owner shall consent thereto in writing.

Further, so long as Declarant owns any lots or property in the Subdivision, or any other phase of the Subdivision, Declarant may unilaterally amend these Restrictive Covenants for any purpose without obtaining the approval of any owner; provided, however, any such amendment shall not adversely affect title to the property of any owner without the consent of the affected owner. Any amendments which may affect the value of an owner's property shall not be deemed to affect title to the property and any such amendment shall not require owner's consent.

In addition to the above, these Restrictive Covenants may be amended on the affirmative vote or written consent, or any combination thereof, of at least one-half (1/2) of the total Association vote and the consent of Declarant (as long as Declarant owns any lots or property in Subdivision). Amendments to these Restrictive Covenants shall become effective upon recording, unless a later effective date is specified therein. No provision of these Restrictive Covenants that reserve or grant special rights to the Declarant shall be amended without the Declarant's prior written approval so long as the Declarant owns any lots or property in the Subdivision, or subject to annexation to the Subdivision. Each owner, by acceptance of a deed or other conveyance to a lot, agrees to be bound by all amendments permitted by this Section.

Section 3. These Restrictive Covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then recorded owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Section 4. Enforcement of these covenants shall be executed by the Association by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

Section 5. Invalidation of any one of these covenants by Judgment or Court Order shall in no way affect any of the provisions which will remain in full force and effect.

[SIGNATURES AND NOTARIES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this the 29th day of May, 2020.

DECLARANT:

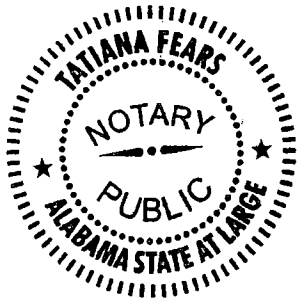
CAMPBELL AND MANCE RESOURCES, LLC, an
Alabama limited liability company

By: Jacob Huckabee
Its: Authorized Representative

STATE OF ALABAMA)
 :
MADISON COUNTY)

Before me, a Notary Public in said County and for said State, did personally appear Jacob Huckabee, whose name is signed to the above instrument as Authorized Representative of CAMPBELL AND MANCE RESOURCES, LLC, an Alabama limited liability company, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he, as such Member and with full authority, executed the same voluntarily for and as the act of said company, acting in his capacity as aforesaid, on the day same bears date.

Given under my hand and seal on this the 29th day of May, 2020.



Tatiana Fears
Notary Public
My Commission Expires: 10/10/23

The undersigned Mortgagee, BANK OF LINCOLN COUNTY, hereby ratifies the application of the Supplemental Declaration to the real property described herein.

MORTGAGEE:

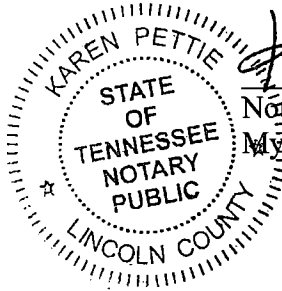
BANK OF LINCOLN COUNTY

Gay G. Demers
By: GAY G. DEMERS
Its: CEO

Tennessee
STATE OF ALABAMA)
Lincoln :
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, Gay G Dempsey, whose name as CEO of BANK OF LINCOLN COUNTY, 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 the instrument, he/she, as such Gay G Dempsey and with full authority, executed the same voluntarily for and as the act of said bank.


Given under my hand and seal this the 1st day of June, 2020.


Karen Pettie
Notary Public
My Commission Expires: 7/24/2022

The undersigned Mortgagee, the BASSELL LEE ALEXANDER REVOCABLE TRUST, hereby ratifies the application of the Supplemental Declaration to the real property described herein.

MORTGAGEE:

BASSELL LEE ALEXANDER REVOCABLE TRUST

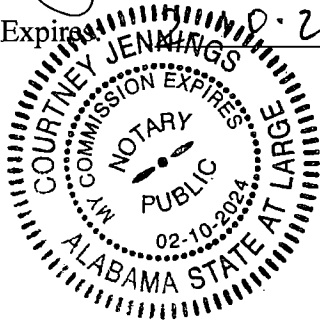

By: Bassell Alexander
Its: TRUSTEE

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, Bassell Alexander, whose name as Trustee of the Bassell Lee Alexander Revocable Trust, 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 the instrument, he, as such Trustee and with full authority, executed the same voluntarily for and as the act of said trust.

Given under my hand and seal this the 1st day of June, 2020.

Courtney Jennings
Notary Public
My Commission Expires 02-10-2024



THIS INSTRUMENT WAS PREPARED BY:
Matthew R. Harrison
HARRISON & GAMMONS, P.C.
2430 L & N DRIVE
HUNTSVILLE, ALABAMA 35801
MRH/hg

Exhibit "A"

[Description of Real Property Subject to the Restrictive Covenants]

Lots 1-16, 49-64, 68-70 and Common Area A according to the final plat of Allen Acres recorded in Document No. 2020-00041329, in the Office of the Judge of Probate of Madison County, Alabama.

Exhibit "B"

[By-Laws]

BY-LAWS
OF
ALLEN ACRES HOMEOWNERS ASSOCIATION, INC.

Article I
Name, Membership, Applicability and Definitions

Section 1. Name. The name of the Association shall be Allen Acres Homeowners Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. "Membership". The Association shall have one class membership, as is more fully set forth in the Restrictive Covenants for Heritage Landings, (such Restrictive Covenants, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Restrictions"), the terms of which pertaining to membership are specifically incorporated by reference herein.

Section 3. Definitions. Unless the context shall prohibit, the words used in these By-Laws and as set forth in the Restrictions, shall be as defined in the documents.

Article II
Association Meetings, Quorum, Voting and Proxies

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors, either in the Subdivision or as convenient thereto as possible and practical.

Section 2. First Meeting and Annual Meetings. The Developer shall call the first annual Lot Owners meeting not later than one hundred eighty (180) days following the sale of all lots in all phases of the Subdivision, whether now subject to the Restrictions or later added pursuant to the terms of said Restrictions. Thereafter, annual meetings shall be set by the Board so as to occur no later than ninety (90) days after the close of the Association's fiscal year. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following that is not a legal holiday (excluding Saturday and Sunday).

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of the Board of Directors or upon a petition signed by Owners holding at least fifty (50%) percent of the total Association vote. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the Owner of record of each Lot a notice of each annual or special meeting of the Association stating the purpose of the special meeting, as well as the time and place where it is to be held. If an Owner wishes notice to be given at an address other than his or her Lot, he or she shall have designated by notice in writing to the Secretary such other address. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) days nor more than thirty (30) days before a meeting.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date, and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

Section 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Voting. The voting rights of the members shall be as set forth in the Declaration, and such voting rights are specifically incorporated herein.

Section 8. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her lot, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 9. Quorum. The presence, in person or by proxy, of Owners holding at least twenty-five (25%) percent of the total eligible Association vote shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Article III

Board of Directors: Number, Powers and Meetings

A. Composition and Selection.

Section 1. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the Directors must reside in the Subdivision and shall be members or spouses of such members; provided, however, no

person and his or her spouse may serve on the Board at the same time.

Section 2. Directors Appointed by Declarant. Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events shall occur:

(a) the expiration of twenty (20) years after the date of the recording the recording of the Declaration;

(b) the date on which all lots subject to the Restrictions, whether now existing or hereafter added, have been occupied under a certificate of occupancy;

(c) the surrender by Declarant in writing of the authority to appoint and remove Directors and Officers of the Association. Each owner, by acceptance of a deed to or other conveyance of a lot, vests in Declarant such authority to appoint and remove Directors and Officers of the Association. The Directors selected by the Declarant need not be Owners or residents in the Subdivision. The names of the initial Directors selected by the Declarant are set forth in the Certificate of Formation of the Association.

Section 3. Number of Directors. The Board shall consist of at least three (3) members.

Section 4. Nomination of Directors. Elected Directors shall be nominated from the floor and may also be nominated by a Nominating Committee, if such a committee is established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

Section 5. Election and Term of Office. Not later than one hundred eighty (180) days after termination of the Declarant's right to appoint Directors and officers as described in Section 2 of this Article, the Association shall call a meeting to be held at which owners shall elect three (3) Directors. The term of two (2) Directors shall expire three (3) years after the first annual meeting following termination of the Declarant's right to appoint directors, and the term of one (1) Director shall expire two (2) years after such annual meeting. At the expiration of the first term of office of each member of the initial Board of Directors, a successor shall be elected to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

At each annual meeting of the membership thereafter, Directors shall be elected to succeed those Directors whose terms are expiring. All eligible members of the Association shall vote on all Directors to be elected, and the candidate(s) receiving the most votes shall be elected.

Section 6. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority of the total Association vote and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed by the owners shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three

(3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than twenty (20) days may be removed by a majority vote of the Directors at a meeting, a quorum being present. This Section shall not apply to Directors appointed by Declarant.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a Director by vote of the Association, shall be filled by a vote of the majority of the remaining Directors, even though less than a quorum, at any meeting of the Board of Directors. Each Director so selected shall serve the unexpired portion of the term of his predecessor.

B. Meetings.

Section 8. Organization Meetings. The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of the regular schedule shall constitute sufficient notice of such meetings.

Section 10. Special Meetings. Special meetings of the Board shall be held when requested by the President, Vice President or by any two (2) Directors. The notice shall specify place of the meeting and the nature of any business to be considered. The notice shall be given to each by one of the following methods:

- (a) by personal delivery;
- (b) written notice by first class mail, postage prepaid;
- (c) by telephone communication, either directly to the Director or to a person at the Director's home or office who would reasonably be expected to communicate such notice promptly to the Director.

Section 11. Waiver of Notice. The transactions of any meeting of the Board of Directors, however, called and noticed or wherever held, shall be as valid as though taken at meeting duly held after regular call and notice, if:

- (a) a quorum is present, and;
- (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a

majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting cannot be held because a quorum is not present, a majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time that the original meeting was called. At such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by a majority of the owners.

Section 14. Open Meetings. All meetings of the Board shall be open to all members, but members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

Section 15. Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 16. Action Without A Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

Section 17. Telephonic Participation. One or more directors may participate in and vote, during any regular or special meeting of the Board by telephone conference call or similar communication equipment by means of which all persons participating in the meeting can hear each other at the same time, and those directors so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a regular meeting of the Board

C. Powers and Duties.

Section 18. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Restrictions, Certificate of Formation, or these By-Laws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each owner to the common expenses;

(b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;

(c) providing for the operation, care, upkeep, and maintenance of all areas that are the maintenance responsibility of the Association;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository that it shall approve, and using the proceeds to administer the Association;

(f) making and amending use restrictions and rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) enforcing by legal means the provisions of the Restrictions, these By-Laws, and the rules and regulations adopted by it, and bring any proceedings which may be instituted on behalf of or against the owners concerning the Association;

(i) obtaining and carrying Insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(j) paying the cost of all services rendered to the Association or its members that are not directly chargeable to owners;

(k) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred; and

(l) contracting with any person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominiums, or other associations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

Section 19. Management Agent. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Declarant, or an affiliate of the Declarant may be employed as managing agent or manager. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party, without cause and without penalty, upon ninety (90) days written notice.

Section 20. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Property and facilities without the approval of the members of the Association; provided, however, the Board shall obtain membership approval in the same manner as for special assessments, in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed Twenty-Five Thousand (\$25,000.00) Dollars outstanding debt at any one time.

Section 21. Fining Procedure. The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

- (a) Notice. Written notice shall be served upon the violator specifying:
 - (i) the nature of the violation and the fine imposed;
 - (ii) that the violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine imposed;
 - (iii) the name, address and telephone number of person to contact to challenge the fine;
 - (iv) that any statements, evidence, and witnesses may be produced by the violator at the hearing; and
 - (v) that all rights to have the fine reconsidered are waived if a hearing is not requested are waived if a hearing is not requested within ten (10) days of the date of the notice.
- (b) Hearing. If a hearing is requested, it shall be held before the Board in executive session, and the violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.

Article IV
Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. Any two (2) or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

Section 2. Election, Term of Office, and Vacancies. Except during the period in which the Declarant has the right to appoint the officers of the Association under Article III, Section 2 of these By-Laws, the officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by

the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby.

Section 4. President. The president shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The president shall have all the general powers and duties that are incident to the office of the president of a corporation organized under the Alabama Nonprofit Corporation Code.

Section 5. Vice President. The vice president shall act in the president’s absence and shall have all powers, duties, and responsibilities provided for the president when so acting.

Section 6. Secretary. The secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Alabama law.

Section 7. Treasurer. The treasurer shall have the responsibility for the Association’s funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the association or the managing agent in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the president, or the secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 9. Committees. Committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Article VI
Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be determined by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Roberts Rules of Order (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Alabama law, the Certificate of

Formation, the Restrictions, these By-Laws, or a ruling made by the person presiding over the proceeding.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Alabama law, the Certificate of Formation, the Restrictions, and these By-Laws, the provisions of Alabama law, the Restrictions, the Certificate of Formation, and the By-Laws (in that order) shall prevail.

Section 4. Amendment. The provisions of the Declaration applicable to amendment of that instrument shall apply to any amendment to these By-Laws; provided, however, that VA and HUD shall have the right to veto amendments to these By-Laws for as long as the Declarant has the right to appoint directors and officers of the Association under Article III, Section 2 of these By-Laws.

Exhibit "C"

[Additional Property]

Any real property contiguous to any real property now or hereafter subject to these Restrictions.

CAMPBELL AND MANCE
2101 GOVERNORS DR SW
HUNTSVILLE, AL 35805

x

Filed/Cert: 06/12/2020 09:02:00 AM
Fee Amt: \$89.25 Page 26 of 26
Madison County, AL
FRANK BARGER Probate Judge

File **2020-00041431**