

BRANNONWOODS HOMEOWNERS ASSOCIATION

BY-LAWS AMENDMENT #2

Recording Fee	29.00
TOTAL	29.00

IT IS THE DESIRE OF THE OWNERS OF LOTS IN BRANNON WOODS SUBDIVISION THAT THE ARTICLES OF INCORPORATION OF THE BRANNONWOODS HOMEOWNERS ASSOCIATION BE AMENDED AS FOLLOWS:

THE ORIGINAL "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE BRANNON WOODS OR BRANNONWOODS HOMEOWNERS ASSOCIATION" AND ALL PREVIOUS AMENDMENTS THERETO, ARE REPLACED IN THEIR ENTIRETY BY THIS AMENDMENT NUMBER TWO (2).

ARTICLE 1

DEFINITIONS

Section 1. "Association" shall mean and refer to the Brannonwoods Homeowners Association" its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those who have such interest merely as security for the performance of an obligation.

Section 3. "Properties shall mean and refer to that certain real property hereinabove described as Brannonwoods Sub-division, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Areas" shall mean all real property (including improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Areas owned by the Association is described as follows:

That certain property as shown on the plat of Brannon Woods as open space, said plat recorded in the Probate Office of Lauderdale County, Alabama in plat book 6 Page 88.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot in Brannonwoods Subdivision shall be a member of the Association and shall have one vote, in person or by Proxy, on Association business. Membership shall be appurtenant to and may not be separated from ownership to any Lot.

ARTICLE III

COVENANT FOR CAPITAL, MAINTENANCE AND OPERATION EXPENSES AND ASSESSMENTS

Section 1 Each owner of any Lot by acceptance of a deed thereof whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments, regardless of when and how payable, special assessments for capital improvements and operation expenses and (3) any assessment created under Article IV, such assessments to be established and collected as herein provided,

Section 2. Purpose of Annual Assessment: The Annual Assessment levied by the Association members shall be used exclusively for maintenance and improvements of the Common Areas, operating expenses of the Association and the maintaining of lawns on all Lots and Common Areas including, but not limited to, mowing, raking, blowing, fertilizing and keeping streets, driveways and walkways free from debris.

Section 3. The Annual Assessment shall be set by majority vote in the affirmative of Association members present in person, or by proxy, at the Annual Meeting of the Association.

Section 4. Special Assessment for Capital Improvements and Operating Expenses. In addition to the Annual Assessments authorized in Section 1,

the Association members may levy upon themselves, by two-thirds (2/3) affirmative vote of members present in person or by proxy, but not less than seven (7) affirmative votes, a special assessment for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas or upon any property in the Subdivision so as to maintain commonality as to color, design or appearance . At the time any such assessment is levied, the amount of the assessment and when and how the payment will be paid will be set.

Section 5. Notice And Quorum For Any Action Authorized Under Sections 1 and 4. Notice by telephone, e-mail, mail, placing in mail box or in person shall be given at least seven (7) days in advance of and for any meeting called for the purpose(s) of conducting Association Business. Seven (7) members present in person or by Proxy will constitute a Quorum.

Section 6. Uniform Rate of Assessment. Any Annual or Special assessment(s), set forth in Sections 1 and 4 above, must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or annual basis or as a lump sum as decided by the membership.

Section 7. Date of Commencement of Annual Assessment. The Annual Assessment provided for herein shall commence as to all Lots on March 1 of each year and shall be paid prior to the 20th day of the month in which the assessment is levied. Any assessment not paid shall be considered a lien on the Lot.

Section 8. Brannonwoods is intended to be a Single Family owner occupied Subdivision. Renting or Leasing a Brannonwoods home is highly discouraged and will be looked upon as a violation of the intent of the Subdivision. Notwithstanding this statement, In the case of rental or lease of Brannonwoods homes, it is the responsibility of the property owner to keep shrubs clipped, weeds and grass from flower and or shrub beds and the property generally maintained just as if the owner(s) lived there.

ARTICLE IV

EXTERIOR MAINTENANCE

- (a) In addition to the exterior maintenance previously stated in Article III Section 2 and 4, the owner shall be responsible for maintaining, restoring or repairing, roofs, gutters, downspouts, exterior building surfaces and other exterior improvements in a manner satisfactory to the Board of Directors or the Architectural Control Committee. In the event that any property is not maintained in a satisfactory manner, by a decision of 100% of the Board of Directors, the Board shall have the right, but not the obligation, through its contractors, agents and employees, to enter upon said parcel and to repair, maintain and restore such property. The cost of such maintenance shall be the responsibility of the property owner.

ARTICLE V

GOVERNANCE

The officers of the Association shall be a PRESIDENT, VICE PRESIDENT, TREASURER AND SECRETARY each officer shall be elected at each Annual Meeting of the Association and shall serve until the next Annual Meeting or until their successor is elected. Officers are eligible for re-election. The President shall preside at all meetings, negotiate contracts for lot and common area(s) maintenance, supervise (or delegate the supervision) of the yard maintenance and chemical application and see that the business of the Association is carried on between meetings. The Vice President shall perform the duties of the President when the President does not or cannot do the duties of the office of President and other duties as assigned by the President. The Treasurer shall notify members when assessments are due to be paid, deposit all Association funds in the Association bank account(s), pay all proper bills of the Association, keep proper records of receipts and expenditures, recommend an operating budget to the membership and report to the Association their financial condition at its annual meeting. The Secretary shall

keep minutes of all meetings and perform other duties as assigned by the President.

The officers of the Association shall serve as members of the Association Board of Directors along with not less than one (1) and not more than two (2) Board members elected at large from Association Members. The at large Board members shall serve for one year and are eligible for re-election. A majority of the Board shall constitute a quorum and a majority affirmative vote of those present at any Board meeting will be necessary to pass any business before the Board.

ARTICLE VI

ARCHITECTURAL, CONTROL AND USE RESTRICTIONS

Section 1. The Association Members, at its Annual Meeting, shall appoint an "Architectural Control Committee" composed of not less than three (3) or more than five (5) members. The Committee members will serve for one (1) year, are eligible for re-election and shall appoint a chairperson from among its members. This Committee shall be responsible for maintaining the décor and integrity of the outside of Homes and Lots in the subdivision. A majority affirmative vote of Committee Members will be necessary for this Committee to decide any issue before them.

Section 2. It shall be the responsibility of the Architectural Control Committee to police and enforce the covenants of the subdivision and covenants set forth below:

We as members of the Brannonwoods Homeowners Association further covenant that:

- (a) The Lots shall be used solely for single family residence and not more than one (1) residence may be constructed on each lot.
- (b) No other structure, that is visible from the street, shall be built on the lot without prior approval from the committee.

- (c) No business, trade or commercial activity of any kind or character may be conducted upon any Lot or from any Home.
- (d) Only horizontal slatted inside shutters or horizontal slatted venetian blinds may be used on windows that are visible from the street.
- (e) No colored window covering should be visible from the street.
- (f) On street parking should be only temporary and for short durations. (No on street permanent parking)
- (g) No boats, recreational vehicles, or other wheeled vehicles, other than passenger vehicles in good running order, should be parked in driveways or on streets other than for short durations. (Nothing herein is intended to prevent owner, guest, maintenance workers, caregivers or domestic workers from parking on streets or in driveways for a reasonable time.)
- (h) All exterior or structural changes must receive approval from the Architectural Control Committee prior to work commencing. Examples of items to be presented to the Architectural Control Committee are: **AWNINGS, BIRDHOUSES/ BIRDFEEDERS, CLOTHES LINES, IRON WORK, LIGHTING, LAWN STATUARY/DECORATIONS, SATALITE DISHES/ ANTENNAS, EXTERIOR SHUTTERS, WINDOW AIR-CONDITIONERS AND EXTERIOR REMODLING OR BUILDING CHANGES INCLUDING ROOFS.**
- (i) Exterior décor should remain the same for all homes and should not be changed for any individual house unless all the houses are to be changed. This would include but is not limited to, **EXTERIOR HOUSE TRIM AND GARAGE DOOR PAINT COLORS, EXTERNAL LIGHT FIXTURES, MAIL BOXES, ROOFS, EXTERIOR IRON WORK INCLUDING FENCES.**
- (j) Display of the American Flag is permitted and encouraged but should be done in the proper manner and the size should be limited to not more than 3 feet by 5 feet. Other flags, such as school flags and decorative flags should be displayed in a

proper manner and for a proper length of time. All flags displayed should be in good repair.

- (k) Campaign signs and all similar signs are prohibited. One (1) For sale sign, done in good taste and properly maintained is permitted on each Lot but should be placed near the house in a flower or shrub bed so as not to hinder mowing and clean up.
- (l) Garbage Containers should be stored so as not to be visible from the street.
- (m) Play equipment such as swing sets, sand boxes etc. should be in the back yard and not visible from the street.
- (n) Yard or garage sales are prohibited. (this does not include estate sales)
- (o) Pets should be kept under control and generally confined to the house or a properly fenced back yard. Pets should not be a nuisance for the neighborhood.
- (p) Storm doors should all be the same and generally of a single glass pane in a door frame.

By signing below each member agrees with the provisions set forth in the seven (7) pages of this document.

Signed this 21ST day of February 2012 by those voting in favor of this amendment:

<u>[Signature]</u>	<u>Pat Ward</u>	<u>[Signature]</u> Proxy for <u>Virginia Lambert</u>
<u>[Signature]</u>	<u>Pat Ward</u>	Proxy for <u>Maxine B. Cox</u>
<u>[Signature]</u>	<u>Maxine B. Cox</u>	Proxy for <u>Bobby [unclear]</u>
<u>[Signature]</u>	<u>POA Sandra Cox Johnson</u>	Proxy for <u>Murphy</u>
<u>[Signature]</u>	<u>[Signature]</u>	Proxy for <u>[unclear]</u>
<u>[Signature]</u>	<u>[Signature]</u>	for <u>[unclear]</u>

END OF AMENDMENT#2

Janelle Forester
my Commission expires
8/1/2015

