

STATE OF ALABAMA)
LAUDERDALE COUNTY)

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Dewey D. Mitchell
Probate Judge
Lauderdale County, AL

Recording Fee 38.00
TOTAL 38.00

PROTECTIVE COVENANTS
FOR
ORCHARD MILLS, PHASE I

The undersigned, Quillen Development and Holding Company, LLC, and Quillen Contracting Company, LLC are the owners of the property embraced in the subdivision shown on the map and plat prepared by Price and Rider, Inc. and known and designated as **ORCHARD MILLS, PHASE I**, located in Lauderdale County, Alabama, and shown on Plat Book 7, Page 166, in the Office of the Judge of Probate of Lauderdale County, Alabama. The undersigned owners hereby imposes on all of the lots provided in said plat the following covenants and building restrictions:

I. HOMEOWNERS ASSOCIATION: Every Owner of a Lot will be a member of The Orchard Mills Homeowners Association, Inc. (hereafter the "Association"). The fees, dues and assessments and other obligations of members of the Association are set forth fully in the Articles of Incorporation and Bylaws of said Association.

II. LAND USE AND BUILDING TYPE: No lot or part thereof shall be occupied, used or maintained except as a one family residential dwelling primarily devoted to and used as a residence except for the model home to be used as a temporary sales office. No lot may be altered except to increase the Lot in size.

III. EXTERIOR MAINTENANCE:

A. The Association shall provide maintenance to Common Areas, as follows:

1. All signs
2. All fences and/or walls in common areas
3. Irrigation system in common areas
4. All electrical and lighting systems in common areas
5. All landscaping in common areas to include mowing, edging, trimming, and fertilization and includes replacement of plants, flowers, trees and sod.
6. This maintenance includes upkeep of all right-of-ways and easements adjacent to common areas.

B. The Association shall provide maintenance for Individual Lots, as follows:

1. General lawn care which shall be limited to: fertilizing, mowing and edging of lawn and fertilization and trimming of shrubbery.

2. This specifically excludes replacement of lawn, flowers, shrubbery, trees, etc.
 3. This specifically excludes any maintenance or care to any lot owners' fencing, walls, or irrigation system.
- C. In the event the need for maintenance, replacement or improvement is caused by or arises out of any willful or negligent act of an Owner, members of his/her family, or his/her guests or invites, the cost of such shall be added to and become part of the assessment to which such Lot is subject.
- D. In the event a Lot Owner fails to maintain, restore and repair the roof, gutters, downspouts, exterior building surfaces and other exterior improvements in a manner satisfactory to the Board of Directors of the Association, after approval by a three / fourths vote of the Board of Directors, the Association 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 roof, gutters, downspouts, exterior building surfaces, and other exterior maintenance shall be added to and become part of the assessment to which the Lot is subject. In the alternative, the Association may file a suit for specific performance of these items and may collect all costs, including reasonable attorney's fees.

IV. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee will be composed of three members, and the initial members are Jay C. Quillen, James Quillen, and Joseph Quillen. In the event of death or resignation of any member of the committee, his/her replacement will be elected by the process outlined in the Bylaws of Orchard Mills Homeowners Association, Inc. No member of the Architectural Control Committee will be entitled to any compensation for services performed pursuant to this Declaration.

V. APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE: No home, outbuilding, fence, wall, or other structure or exterior surface or roof of any building or structure shall be commenced, repaired, replaced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and color of the same shall have been submitted to and approved in writing by the Architectural Control Committee. Without limiting the foregoing, such plans and specifications must include a detailed statement of the colors of any paints or materials to be used in exterior surfaces and roofs. In the event a majority of the committee fails to approve or disapprove such plans within thirty days of submission to the committee, as evidenced by its written acknowledgement of receipt thereof, approval will not be required and this Article will be deemed to have been fully complied with. Such plans may be disapproved because of the following:

1. Failure of plans or specifications to comply with any covenant or restriction contained herein.
2. Failure to include information in such plans as may have been reasonably requested by the Committee.
3. Objection to the exterior design, appearance or materials of any proposed

- 4. building, repair or replacement.
Incompatibility of any proposed building with existing building on other Lots.
- 5. Objections to the location of any proposed structure upon any Lot or with reference to other Lots.
- 6. Objection to the color scheme, finish, proportions, style, architecture, height, bulk or appropriateness of any proposed structure.

VI. AMENDMENT OF PROTECTIVE COVENANTS AND POWERS OF THE ARCHITECTURAL CONTROL COMMITTEE:

- A. At any time, the then record owners of two-thirds of the lots in this subdivision shall have the power, through a duly acknowledged instrument recorded in the Judge of Probate of Lauderdale County, to amend or abolish these covenants, restrictions and setback lines or to change the membership of the Architectural Control Committee, or to withdraw from the Committee or restore to it any of its powers or duties. This right to amend or change the membership will be determined by Class A and Class B owners as set forth in Article IV of the Articles of Incorporation.
- B. Whenever, in the unanimous opinion of the members of the Architectural Control Committee, no substantial damage will be done to anyone owning any parcel or land in the subdivision, it shall have full authority, to waive or allow any violation of Paragraphs VIII and IX of these protective covenants and restrictions, whether such violation be present or prospective. Such waiver, to be effective, must be reduced in writing over the signature of each member of the Committee and acknowledged by each member of the Committee before a Notary Public and recorded in the Office of the Judge of Probate.
- C. All plans and specifications must be submitted to the Architectural Control Committee within 30 days before commencement of construction. The Architectural Control Committee shall respond by 10 days after the plans are submitted. In the event the Committee, or its designated representative, fails to approve or disapprove within fifteen days after plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the proposed construction has been commenced prior to the substantial completion of construction, approval will not be required, and the related protective covenants and restrictions shall be deemed to have been fully complied with. The term "record owner" shall not include mortgages or lien holders.

VII. LAND USE AND BUILDING TYPE: No lot or part thereof shall be occupied, used or maintained except as a one family dwelling house primarily devoted to and used as a residence. No lot may be subdivided without the written consent of the Architectural Control.

VIII. CONSTRUCTION, DWELLING QUALITY, AND SIZE: The minimum living area of a one story dwelling must have a minimum living area of 1,700 square feet. A 1-1/2 or 2-story dwelling must have a minimum ground floor living area of 1,500 square feet and

the second floor must have a minimum living area of 200 square feet. Porches, attached garages, breezeways and basements shall not be included in computing the above minimum living area. No dwelling shall remain incomplete for a period of 12 months and no unfinished dwelling may be occupied. The surface of the foundation of any structure must be covered with the same brick as the residence. The exterior of any structure must be at least 80% brick. All roofs must have a pitch line of at least 9/12 except for porches. All dwellings should have good quality workmanship and materials. All homes must be built either by the property owner or by a licensed Contractor to insure quality workmanship and protection for all residents. Garages or a detached garage are permissible for the storage of not more than three cars, and are to be constructed from the same or equal materials as the main structure. All garages must have garage doors suitable to block the view of the interior of the garage from the street.

IX. BUILDING LOCATION: All lots are subject to the building setback lines as reflected on the subdivision plat:

- A. No building shall be located on any lot nearer than 30 feet to the front rear of the curb, or nearer than 25 feet from the curb to any side street line. No building shall be located nearer than 2 1/2 feet to an interior side lot line. No dwelling shall be located on any lot nearer than 10 feet to the rear lot line.
- B. As to all lots, setbacks are to be approved in writing by the Architectural Control Committee prior to construction. For purposes of this covenant, eaves, steps and open porches shall not be considered in computing the setbacks. Where the phrase "lot line" is used herein the same shall be construed to mean the property ownership line if someone owns and builds upon 2 or more lots.
- C. As to all lots, garages may face the road at the front of the property, but garage doors must be closed except for entering and exiting.
- D. A lot may be divided between the owners of adjacent property owners. If a lot is divided the lot line will adjust accordingly.

X. EASEMENTS: Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the lots as shown on the recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings.

XI. NUISANCE: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance. Commercial trucks over one ton in size, motor homes, campers, commercial trailers or livestock hauling trailers are not to be parked on streets overnight, except where construction on houses is in process and construction vehicles are parked on lots or streets out of necessity. There shall be no construction or repair of motor vehicles, water craft, tractors or

other mechanical devices, except that which can be done and is done of a non-commercial nature. Parking and storage of non-operating automobiles, trucks, boats or other vehicles is prohibited, except within a garage located upon the property. Vehicles without all tires in operating condition and not currently licensed will be considered non-operating vehicles. Travel trailers and other recreational vehicles may be parked behind the setback lines as shown on the plat, but shall not be used as a residence and shall not be connected to any utilities. Any satellite dishes on any lot must be located at the rear of the residence and cannot be more than 18 inches in diameter nor more than 60" in height including the pole. No exterior clotheslines are allowed unless located at the rear of the residence and the view of such clothesline is blocked by a fence.

XII. TEMPORARY STRUCTURE: No structure of a temporary character, mobile home, house trailer, modular home, basement, tent, shack, garage, barn or outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No outbuilding shall be constructed prior to the commencement of the construction of the residence.

XIII. OUTBUILDINGS: No basement, tent, shack, garage, barn or other outbuilding shall be permitted on any lot except with the written approval of the Architectural Control Committee. All outbuildings will have the same setback restrictions as a detached garage as outlined in paragraph IX and shall be of a similar exterior as the main residence.

XIV. ANIMAL CONTROL: No animals, livestock, poultry or reptiles of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Any outside dogs must be kept in a fenced back yard or on a leash. No chronic barking dogs will be allowed in this subdivision. The main purpose and intention of this restriction is to maintain the quiet and peace of the subdivision and for the safety of children in the subdivision.

XV. GARDEN: No lot may be used for agricultural purposes except that a private vegetable garden may be maintained on the rear one-third of each lot and shall not exceed 48 square feet in size.

XVI. FENCES: No fences shall be placed on any lot except upon written approval of the Architectural Control Committee. There will be no chain link fences and fences will not block the view of any adjacent lot. Only fences from the rear corner of the house toward the rear of the lot will be allowed. All fence rows must be kept clean from weeds and brush.

XVII. MAILBOXES: All mailboxes in the subdivision must conform to the design and color as specified by the Committee.

XVIII. BUSINESS OR TRADE: No business or trade of any kind or other commercial enterprise or noxious or offensive activity shall be engaged in or carried on upon any of the lots with the exception of teaching the various arts, tutoring, an office not open to the public, or babysitting not more than three children who are not members of the household.

XIX. MAINTENANCE OF LOTS, LAWN AND GARBAGE DISPOSAL:

- A.** The entire lot shall be maintained clean, neat and free of undergrowth at all times and no noxious or offensive conditions shall be continued thereon. No lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers and equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Burning garbage is prohibited except during construction of homes.
- B.** All lots and all improvements located therein or thereon, shall be kept and maintained by the Owners thereof in good order and repair and free of all debris, including but not limited to, the sowing, installing sod, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, from the date of purchase of lot.
- C.** Each lawn must be landscaped within two months of completion and occupancy of the residence. No wood or other such items shall be dumped in any yard, but must be stacked neatly out of sight from the street.
- D.** All swimming pools must be "in-ground" and located at the rear of the residence and must be surrounded by a privacy fence.

XX. SIGNS: No sign of any kind shall be displayed in public view on any lot, except one sign of not more than 540 square inches advertising the property for sale or rent. The Subdivision developers may have no more than two large signs at each of the entrances to the subdivision.

XXI. DRIVEWAYS: Each residence must have a concrete or brick paver driveway which shall be a minimum of fifteen (15) feet in width and may be located in the side setback areas.

XXII. ROADS: All roads shown on the Plat are hereby dedicated to Lauderdale County, Alabama, and shall be for public use as roads.

XXIII. SIDEWALKS. All sidewalks shall be a minimum of 3.5 feet in width and may be located in the front of the lots.

XXIV. OPTION OF DEVELOPER, ITS SUCCESSORS OR ASSIGNS TO PURCHASE: In the event the dwelling on any Lot is wholly or partially destroyed by fire, flood, or any other cause or casualty and the Owner thereof does not rebuild or restore the same to like good order and condition as existed prior to such total or partial destruction within six months of such destruction, then the undersigned developer (as long as it owns three lots in the subdivision) will have the right and option to purchase such Lot at the fair market value thereof as fixed and determined by the average of three appraisals in writing, one by each of three licensed real estate brokers or appraisers licensed to do business in Lauderdale County, Alabama. If the Developer does not exercise the option within (30)

thirty days after the last appraisal then any other Lot Owner may do so on a first-come basis. This right may be transferred by the developer.

XXV. TERMS OF RESTRICTIONS: These protective covenants and restrictions are to run with the land and shall be binding on all persons claiming under them for a period of thirty (30) years from the date these protective covenants and restrictions are recorded, after which time said protective covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said restrictions in whole or in part.

XXVI. VIOLATIONS:

- A. If any person or entity shall violate any of the protective covenants or restrictions herein, it shall be lawful for any person or persons owning property in this subdivision to prosecute any proceedings at law or in equity against the persons or person violating any such protective covenants or restrictions to prevent any such violation or attempted violation or recover damages for same. The lot owner found by the Court to violate these restrictions will be obligated to pay the attorney fees of the parties filing the legal action.
- B. Invalidation of any one of these protective covenants or restrictions by judgment or Court shall in no way effect any of the other provisions which shall remain in full force and effect.

XXVII. COMMON USE AREA: Each lot owner shall be a member of Orchard Mills Homeowners Association, Inc. who will own the property which is denoted on the plat as a Common Use area. Each homeowner has a right to use these facilities in exchange for a yearly fee which will be set and assessed by the homeowner's association.

XXVIII. MISCELLANEOUS: If there is a conflict between these Protective Covenants and the subdivision plat, the plat will override these covenants.

XXIX. HOMEOWNERS ASSOCIATION DUES: Each residence will be assessed a \$600.00 Homeowners Association fee, and paid to the Homeowners Association, to begin annually on February 01 in the year the property is purchased. These dues will be prorated for residence completed after February 01 of the first year of ownership. Fees collected are to be used to pay for entrance sign maintenance, and for utilities in connection with the security lighting. This amount can be increased by the Architectural Control Committee if necessary to cover the actual costs of such expenses.

Executed this 22nd day of May, 2009.

QUILLEN DEVELOPMENT AND HOLDING COMPANY, LLC

Jay C. Quillen
JAY C. QUILLEN
It's Member / Manager

Joseph L. Quillen
JOSEPH L. QUILLEN
It's Member / Manager

James A. Quillen
JAMES A. QUILLEN
It's Member / Manager

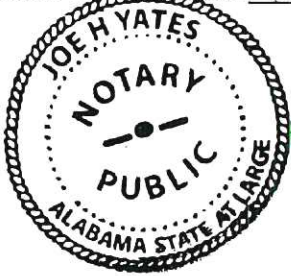
QUILLEN CONTRACTING COMPANY, LLC

Jay C. Quillen
JAY C. QUILLEN
It's Member / Manager

STATE OF ALABAMA)
)
LAUDERDALE COUNTY)

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that **JAY C. QUILLEN** whose name as member/manager of **Quillen Development and Holding Company, LLC.**, an Alabama Limited Liability Company, is signed to the foregoing protective covenants and who is known to me, acknowledged before me on this day, that, being informed of the contents of the protective covenants, he as such member/manager and with full authority, executed the same voluntarily for and as the act of said Quillen Development and Holding Company, LLC, on this date.

Executed before me this 22nd day of May, 2009.

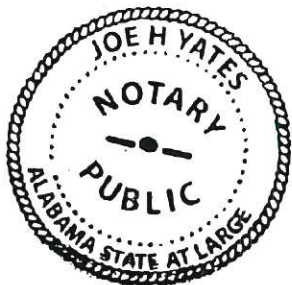


Joe H. Yates
Notary Public
My commission expires: 4-23-12

STATE OF ALABAMA)
)
LAUDERDALE COUNTY)

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that **JOSEPH L. QUILLEN** whose name as member/manager of **Quillen Development and Holding Company, LLC.**, an Alabama Limited Liability Company, is signed to the foregoing protective covenants and who is known to me, acknowledged before me on this day, that, being informed of the contents of the protective covenants, he as such member/manager and with full authority, executed the same voluntarily for and as the act of said Quillen Development and Holding Company, LLC, on this date.

Executed before me this 22nd day of May, 2009.



Joe H. Yates
Notary Public
My commission expires: 4-23-12

STATE OF ALABAMA)
)
LAUDERDALE COUNTY)

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that **JAMES A. QUILLEN** whose name as member/manager of **Quillen Development and Holding Company, LLC.**, an Alabama Limited Liability Company, is signed to the foregoing protective covenants and who is known to me, acknowledged before me on this day, that, being informed of the contents of the protective covenants, he as such member/manager and with full authority, executed the same voluntarily for and as the act of said Quillen Development and Holding Company, LLC, on this date.

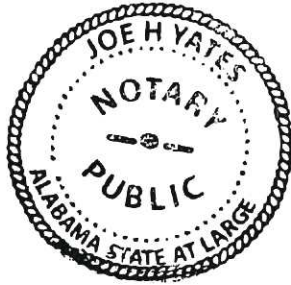
Executed before me this 22nd day of May, 2009.

Leresa Dawn King
Notary Public
My commission expires: 7/27/2010

STATE OF ALABAMA)
)
LAUDERDALE COUNTY)

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that **JAY C. QUILLEN whose name as Member/Manager of Quillen Contracting, LLC**, an Alabama Limited Liability Company, is signed to the foregoing protective covenants and who is known to me, acknowledged before me on this day, that, being informed of the contents of the protective covenants, he as President and with full authority, executed the same voluntarily for and as the act of said Quillen Contracting, LLC, on this date.

Executed before me this 22nd day of May 2009.



Joe H. Yates
Notary Public
My commission expires: 8-23-12

THIS INSTRUMENT PREPARED BY:

Joe H. Yates
Attorney at Law
102 South Court Street, Suite 506
Florence, Alabama 35630
(256) 764-7331
08-1148
PC/OrchardMills

RLPY 2009 25071
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ARTICLES OF INCORPORATION
OF
ORCHARD MILLS
HOMEOWNERS ASSOCIATION, INC.

For the purpose of forming a non-profit corporation under and pursuant to the laws of Alabama, and in compliance with the requirements of Sections 10-3A-1 through 10-3A-225, **Quillen Development and Holding Company, LLC** has executed these Articles of Incorporation, which will constitute and become a charter for carrying on the business of this association, as follows:

ARTICLE I

Name

The name of the non-profit Corporation is: **ORCHARD MILLS HOMEOWNERS ASSOCIATION, INC.**

ARTICLE II

Duration

The corporation shall exist perpetually.

ARTICLE III

Purpose of Corporation

ORCHARD MILLS HOMEOWNERS ASSOCIATION, INC. (hereafter "Association") will be made up of all the lots in Orchard Mills in Lauderdale County, Alabama, as recorded in Plat Book No. 7, Page 166, in the Office of the Judge of Probate of Lauderdale County, Alabama.

All lots in this Subdivision will be subject to this Homeowners Association. This Association is not formed for pecuniary gain or profit to any member and the specific purposes for which this association is formed are to provide for maintenance and preservation of this subdivision and in furtherance of this purpose to:

- a. exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in those Protective Covenants applicable to the property and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, and as the same may be amended from time to time as therein provided. The Protective Covenants are incorporated herein as if completely restated.
- b. fix, levy, collect and enforce payment by any lawful means, all charges or assessments and liens pursuant to the terms of the Protective Covenants; to pay all expenses in connection with the repair of any roadways or drainage facilities in the subdivision;
- c. have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Alabama law now or hereafter may have or exercise.

**Articles of Incorporation
of Orchard Mills Subdivision
Homeowners Association, Inc.
Page 2**

ARTICLE IV
Membership and Voting Rights

Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The Association shall have two classes of voting membership:

1. **Class A:** Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot Owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine among themselves, but in no event shall more than one vote be cast with respect to any one Lot. If an owner builds on 1 ½ or two lots, he/she will have only one vote.
2. **Class B:** The Class B member(s) shall be the Developer and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B members.

ARTICLE V
Initial Registered Office and Agent

The Association's initial registered office and mailing address shall be 838 County Road 28, Florence, AL, 35634. The registered agent at said address shall be **Jay C. Quillen**.

ARTICLE VI
Directors

The internal affairs of this Association shall initially be managed by a Board of Directors. The number of directors constituting the initial Board of Directors of the Corporation is three. The names and addresses of the first directors of the Corporation who shall to serve as directors until the first annual meeting of directors or until their successors are elected and shall qualify, are as follows:

Jay C. Quillen
701 County Road 315
Florence, AL 35634

Joseph L. Quillen
7602 Hwy 17
Florence, AL 35634

**Articles of Incorporation
of Orchard Mills Subdivision
Homeowners Association, Inc.
Page 3**

James A. Quillen
1911 County Road 28
Florence, AL 35634

1. The Directors shall have the authority to adopt such rules, by-laws and regulations for the governing of the Association as they may deem necessary or expedient.

2. The business and affairs of the Association shall be under the management and control of a Board of Directors. In the event of the death or resignation of a director, or the refusal of a person elected a director to accept this election as such, or to otherwise qualify as such, the remaining directors shall hold office for a period of one (1) year, or until their respective successors are duly elected and qualified.

3. The dates on which the directors' annual meeting shall be held, the terms of office of the officers, and the powers and duties of the officers, shall be fixed by the by-laws of the Association. Other officers than those named herein may be created by the by-laws and filled by the Board of Directors. The directors shall have power to make by-laws for the regulation and government of the Association, its agents and officers, and for all other purposes not inconstant with the constitution and laws of the State of Alabama.

4. The Association reserves the right to amend, alter, modify, change, or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter provided by law, and all rights conferred upon the officers and directors herein are granted subject to this reservation.

5. The directors shall have the right, at any regular or special meeting, to remove a director, with or without cause, and shall have the right at the same meeting to fill any vacancy created by such removal.

ARTICLE VII
Incorporator

The name and address of the incorporator is as follows:

Quillen Development and Holding Company, LLC
383 County Road 28
Florence, AL 35634

**Articles of Incorporation
of Orchard Mills Subdivision
Homeowners Association, Inc.
Page 4**

**ARTICLE VIII
Officers**

The names and addresses of the officers of the Association chosen until another vote is taken at the first annual meeting, and the office to which they have been chosen are as follows:

President	Joseph L. Quillen 7602 Hwy 17 Florence, AL 35634
Vice President	Jay C. Quillen 701 County Road 315 Florence, AL 35634
Secretary/Treasurer	James A. Quillen 1911 County Road 28 Florence, AL 35634

**ARTICLE IX
Amendments**

Amendment of these Articles shall require the written consent of three fourths (3/4) of the votes of the entire membership of the Association which Amendment shall be recorded in the Office of the Judge of Probate of Lauderdale County, Alabama.

**ARTICLE X
Dissolution**

The Association may be dissolved with the consent given in writing and signed by not less than three-fourths (3/4) of the votes of the members. Upon dissolution of the Association, other than incident to a merger of consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

For the purpose of forming this non-profit corporation under the laws of the State of Alabama, the undersigned has executed these Articles of Incorporation on this 22nd day of May, 2009.

**Articles of Incorporation
of Orchard Mills Subdivision
Homeowners Association, Inc.
Page 5**

INCORPORATOR:

QUILLEN DEVELOPMENT AND HOLDING COMPANY, LLC

Jay C. Quillen
By: Jay C. Quillen
It's President

WITNESS:

Joe H. Yates

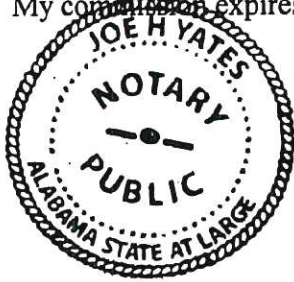
STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that **Jay C. Quillen, whose name as President of Quillen Development and Holding Company, LLC**, is signed to the foregoing Articles of Incorporation and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, he, in his capacity as President, 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, this 22nd day of May, 2009.

Joe H. Yates
Notary Public
My commission expires: 4-23-12



This instrument prepared by:
Joe H. Yates
ATTORNEY AT LAW
102 South Court Street, Suite 506
Florence, Alabama 35630
(256) 764-7331

08-1148
corp/Orchard Mills/Articles