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**DECLARATION
OF PROTECTIVE COVENANTS
FOR
PINE RIDGE SUBDIVISION**

Dated March 8th, 2017, 2017

This Instrument Prepared by:

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Huntsville, Alabama 35805

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DECLARATION OF PROTECTIVE COVENANTS FOR
PINE RIDGE SUBDIVISION

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Preamble

This Declaration ("**Declaration**") is made on this 8 day of November, 2017, by PRESTON LAND DEVELOPMENT, LLC, an Alabama limited liability company, and SECOND CREEK FARM, LLC, an Alabama limited liability company (hereinafter sometimes collectively called "**Declarant**").

Declarant is the owner of the real property described in Article II of this Declaration.

Declarant desires to subject the real property described in Article II hereof to the provisions of this Declaration to create a residential community and to provide the mechanism for the subjecting of other real property to the provisions of this Declaration.

Declarant intends by this Declaration to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of property subject to, or hereinafter subject to these protective covenants. Declarant desires to establish a method for the maintenance, preservation, use and enjoyment of the property that is now, or hereafter, subjected to this Declaration.

Declarant hereby declares that the real property described in Article II, Section 1, of this Declaration, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration. They shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered, subject to the covenants, conditions, restrictions, easements, assessments, and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors- in-title, and assigns and shall inure to the benefit of each and every owner and occupant of all or any portion thereof.

Article I

Definitions

Unless the context shall prohibit, certain words used in this Declaration shall have the following meaning:

- a. “**Architectural Guidelines**” shall mean the building, construction, landscaping, maintenance and use guidelines to be adhered to by an Owner and a Residence and which are attached to these Covenants, as Exhibit “B”, and made a part hereof by reference.
- b. “**Articles of Incorporation**” shall mean the Articles of Incorporation of the Pine Ridge Owner’s Association, Inc. as such document may be amended.
- c. “**Association**” shall mean and refer to the Pine Ridge Owner’s Association, Inc., a not-for-profit corporation incorporated under the laws of the State of Alabama, its successors and assigns.
- d. “**Association Expenses**” shall mean and include the actual and estimated expenses of operating the Association, both for general and special purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to the Declaration, the By-laws and the Articles of Incorporation.
- e. “**Board of Directors**” or “**Board**” shall mean the governing body of the Association, and the Board shall have such duties as are provided in the Declaration, By-Laws, the Articles of Incorporation, and the Alabama Nonprofit Corporation Act.
- f. “**By-Laws**” shall refer to the By-Laws of the Pine Ridge Owner’s Association, as such document may be amended from time to time.
- g. “**Certificate of Occupancy**” shall mean any required certification issued by the appropriate governmental authorities as a prerequisite to occupancy of any Residence.
- h. “**Common Property**” shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners and Occupants, whether located within or without the boundaries of the Community, together with such other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplementary Declaration or other applicable covenant, contract, or agreement.
- i. “**Community**” shall mean and refer to that certain real property and interests therein described in Exhibit “A”, attached hereto, and (i) such additions thereto of all or any adjacent real property as may be made a part of the Community by Declarant (or its Mortgagee or transferee, as provided in the Declaration) by Supplementary Declaration in accordance with

Article XIV; and (ii) such additions thereto of other real property as may be made by the Declarant or the Association by Supplementary Declaration.

j. "**Community-Wide Standard**" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association and by Committees required or permitted to be established pursuant to the Declaration and By-Laws. Such determination, however, must be consistent with the Community Wide Standard originally established by the Declarant.

k. "**Covenant to Share Costs**" shall mean any agreement or contract between the Association and an owner or operator of property adjacent to Pine Ridge, including any Private Amenity, for the allocation of expenses that benefit both the Association and the owner or operator of such property.

l. "**Declarant**" shall mean and refer to Preston Land Development, LLC, an Alabama limited liability company, and Second Creek Farm, LLC, an Alabama limited liability company, and their respective successors-in-title and assigns, provided any such successors-in-title or assign shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of real property described in Exhibit "A", attached hereto, or any adjacent land to Pine Ridge Community, all phases, and provided further, in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as the "Declarant" hereunder by the Grantor of such conveyance, which Grantor shall be the "Declarant" hereunder at the time of such conveyance; provided, further, upon such designation of such successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the property described in Exhibit "A" attached hereto, and the adjacent lands thereto, which is now or hereafter subjected to this Declaration, there shall be only one person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any one point in time.

m. "**Declaration**" shall mean the Declaration of Protective Covenants for Pine Ridge Community, all phases, as such document may be amended.

n. "**Estate Lot**" shall mean any Lot or combination of adjoining Lots greater than three (3) acres in size owned by one Owner.

o. "**Estate Lot Owner**" shall mean the owner of one or more Estate Lots in the Community.

p. "**General Assessments**" shall mean assessments levied for Association Expenses determined by the Board to benefit all Owners and Occupants. Such assessment shall be allocated among all Residences in the Community.

q. "**Lot**" shall mean the platted and subdivided land within Pine Ridge Community, all phases, designated by Lot and Block to be sold and conveyed by Declarant to an Owner for the use by Owner of constructing a single family "**Residence**" on said lot as platted, subdivided and designated.

- r. "**Majority**" means those eligible votes of Owners or other group, as the context may indicate, totaling more than fifty (50%) percent of the total eligible number.
- s. "**Member**" shall mean a person that is a member of the Association as provided in the Declaration.
- t. "**Mortgage**" means any mortgage, deed of trust and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.
- u. "**Mortgagee**" shall mean the holder of a Mortgage.
- v. "**Occupant**" shall mean any person occupying all or any portion of a Residence or other property located within the Community for any period of time, regardless of whether such person is a tenant of the Owner of such property.
- w. "**Owner**" shall mean the record owner whether one (1) or more persons, of the fee simple title to any real property located within the Community, including contract sellers, excluding, however, any person holding such interest merely as security for the performance or satisfaction of any obligation and excluding contract purchasers, their subsequent grantor, successor or assign.
- x. "**Person**" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust or other legal entity.
- y. "**Pine Ridge Subdivision**", "**Pine Ridge Community**" or "**Pine Ridge**" shall mean Pine Ridge Subdivision/Community, all phases to be located on the real property described in Exhibit A and as may be recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, and all later phases which are subject to this Declaration by Supplementary Declarations.
- z. "**Residence**" shall mean a portion of the Community designated on an approved layout plan or subdivision plat, as more particularly described below, for any type of independent use and occupancy as a residence by a single family. Residence shall include all portions of the land owned as well as any structure thereon, as described above. A Residence shall come into existence on the earliest date of the happening of any of the following events:
1. when a Certificate of Occupancy is issued by the proper governing authority; or
 2. in the case of a subdivision the expiration of two years from the date the subdivision is approved by Lauderdale County, (unless made earlier by contract with Owner).
- aa. "**Supplementary Declaration**" shall mean an amendment to the Declaration subjecting additional property to the Declaration.
- bb. "**Waterfront Lot**" shall mean any Lot adjacent and connected to a TVA waterfront boundary as defined on the final subdivision plat for the Pine Ridge Subdivision.

cc. "Waterfront Lot Owner" shall mean the owner of one or more Waterfront Lots in the Community.

Article II

Property Subject to this Declaration

Section 1

Property hereby subjected to this Declaration

The real property, which is, by the recording of this Declaration, subject to the covenants and restrictions, hereinafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration is the real property described in Exhibit "A", attached hereto and by reference made a part hereof.

Section 2

Other Property

Only real property described in Section 1 of this Article II is hereby made subject to this Declaration; provided, however, by one (1) or more Supplementary Declarations, Declarant has the right, but not the obligation, to subject additional real property to this Declaration, as hereinafter provided in Article XIV.

Article III

Association Membership and Voting Rights

Section 1

Membership

Every Owner of a Lot or a Residence shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership. The Association shall be comprised of the Owners and the Board its elects through its By-Laws as it may establish. By-Laws must be established within one (1) year that Pine Ridge, all phases, is platted and recorded at the Office of the Judge of Probate of Lauderdale County, Alabama. The initial Board of Directors shall be comprised of Mark A. McIntyre, Braden Preston and Marty Gray, who shall remain on said Board until all lots in Pine Ridge Community, all phases, are sold, or until the Declarant deems appropriate to appoint a new Board, whichever first occurs. At that time, the Declarant shall appoint new Board members to serve as Association Board members, for a staggering period of two (2) years, as per the By-Laws. At the end of the first two year period, the Association shall hold a special election to elect new Board members as per the By-Laws.

Section 2
Voting

Owners shall be entitled to one (1) vote for each Lot or Residence owned. When more than one (1) person holds an ownership interest in any Lot or Residence, the vote for such Lot or Residence shall be exercised as those Owners themselves determine. In the event of a dispute, the vote shall be suspended if more than one (1) Person seeks to exercise it. Those Owners of property, if any, which are exempt from assessments as provided in Article IV, Section 11, hereof are Members of the Association and are subject to the provisions of the Declaration, but are not Owners of Lots or Residences and shall not, therefore, be entitled to vote.

Article IV

Assessments

Section 1
Purpose of Assessment

The assessments provided for herein shall be used for the general purposes of promoting the recreation, safety, welfare, common benefits and enjoyment of the Owners and Occupants in the Community 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
Type of Assessments

Each Owner of any Lot or Residence, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association:

- a. **General Assessments:** General Assessments shall be in the amount of \$300.00 per Calendar year due on October 1 of each calendar year, payable in advance. The first year's General Assessment being pro-rated through October 1 of that Calendar year;
- b. **Special Assessments:** Special Assessments which are such assessments to be established and collected as hereinafter provided in Article IV, Section 5; and
- c. **Specific Assessments:** Specific Assessments against any particular Residence which are established pursuant to the terms of this Declaration, including, but not limited to, those assessments established by Article IV, Section 10, and Article V, Section 2, hereof and reasonable fines as may be imposed in accordance with the terms of the Declaration and By-Laws.

Section 3**Creation of Lien and Personal Obligation for Assessments**

All assessments, with a late charge as set forth in Article IV, Section 7, costs, and reasonable attorney's fees actually incurred shall be a charge on the land and shall be a continuing lien upon the Lot or Residence against which each assessment is made unless such assessment is paid within 30 days after such assessment is due, which due date is set forth in Article IV, Section 2, or as may otherwise be determined by the Board when special or specific assessments are made pursuant to Article IV, Section 2, and Article IV, Section 5. Each such assessment, together with late charges, interest costs, and reasonable attorneys' fees actually incurred, shall also be the personal obligations of the Person who was the Owner of such Lot or Residence at the time the assessment fell due.

Each such Owner shall be personally liable for each assessment coming due while he or she is the Owner of a Lot or Residence, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgage holder taking title through foreclosure proceedings or deed in lieu of foreclosure.

General Assessments and other assessments, unless otherwise provided by the Board, shall be paid in annual, semi-annual, or quarterly installments as the Board determines and may, subject to the limitation set forth in Article IV, Section 4 below, be increased or decreased by the Board from time to time.

Section 4**Budget**

It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which may include a capital contribution or reserve. The Board shall cause the budget and the assessments to be levied against each Lot or Residence for the following year to be delivered to each Owner at least thirty (30) days prior to the end of the current calendar year. The Board may not, without the consent of the Declarant, so long as Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article XIV hereof, and the vote or written assent of at least a Majority of the total Association vote entitled to vote thereon, impose a General Assessment per Lot or Residence which is more than one hundred twenty (120%) percent of the General Assessment for the immediately preceding fiscal year. In the event that the Board fails, for any reason, to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided here in, the budget in effect for the current year shall continue for the succeeding year.

Section 5**Special Assessments**

In addition to the other assessments authorized herein, the Board may levy special assessments in any year. Except with regard to special assessments levied against any Lot pursuant to Article X,

Section 6 hereof, so long as the total amount of special assessments allocable to each Lot or Residence does not exceed the amount of the current General Assessment in any one (1) calendar year, the Board may impose the special assessment. Except with regard to special assessments levied against any Lot pursuant to Article X, Section 6 hereof, any special assessment which would cause the amount of special assessments allocable to any Lot or Residence to exceed this limitation shall be effective only if approved by a majority of the total Association vote entitled to vote thereon and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article XIV hereof, with the consent of Declarant. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Section 6
Lien for Assessments

All sums assessed against any property subject to this Declaration, together with late charges, interest, costs and reasonable attorneys' fees actually incurred, as provided herein, shall be secured by a lien on such property in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such property, except for (a) liens of ad valorem taxes; and (b) liens for all sums unpaid on a first mortgage.

All other Persons acquiring liens or encumbrances on any property subject to this Declaration after this Declaration shall have been recorded in the records of the Office of the Judge of Probate, Lauderdale County, Alabama 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 or encumbrances.

Section 7
Effect of Nonpayment of Assessments; Remedies of the Association

Any assessments which are not paid in full by the date specified by the Board ("**due date**"), shall be delinquent. Any delinquent assessment shall incur a late charge of ten and no/100 (\$10.00) dollars, per day, or in such 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 on the principle amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after ninety (90) days, 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 and its agents the right and power to bring all actions against him or 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 Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting through the Board and on behalf of the Owners, shall have the power to bid at any foreclosure sale or to acquire, hold, lease, mortgage or convey foreclosed property. No Owner may waive or otherwise exempt himself

from liability for the assessments provided for herein, including, by way of illustration, but not limitation, by non-use of Common Property, or abandonment of the Residence. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration 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 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 attorneys' fees, then to late charges, then to interest and then to delinquent assessments.

Section 8

Date of Commencement of Assessments

An Owner shall become subject to assessment hereunder at the time of purchase of a lot in Pine Ridge, and as set forth in Article IV, Section 2. The first General Assessment shall be adjusted according to the number of months remaining in the calendar year during which the Owner became subject to assessment.

Section 9

INTENTIONALLY OMITTED.

Section 10

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 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. The Board may specifically assess Lots and Residences for the following 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 or Residences may be specifically assessed equitably among all of the Lots or Residences which are benefited according to the benefit received.
- b.) Expenses of the Association which benefit all Lots or Residences, but which do not provide an equal benefit to all Lots or Residences, may be specifically assessed equitably among all Lots or Residences according to the benefit received.

Section 11
Exempt Property

The following property shall be exempt from General Assessments and special and specific assessments:

- a.) all property dedicated to and accepted by a governmental authority or public utility, including, without limitation, public schools, public streets, public parks, roads, rights-of-way, and easements;
- b.) all property owned by non-profit organizations and restricted for use as private schools or churches; provided, however, the availability of the exemption for such non-profit organizations is contingent upon prior approval by the Board;
- c.) all property located within the Community which is not a Lot or Residence and which is owned by the Declarant including, but not limited to, property that would otherwise be considered common property if it were owned by the Association; and
- d.) all Lots and/or Residences owned by the Declarant.

Section 12
Waiver of Assessments

The Declarant and/or Board reserves the right to waive any assessment as may come due from an Owner for special circumstances.

Article V

Estate Lots

Notwithstanding anything set forth herein to the contrary, the following provisions shall pertain to Estate Lots within the Community:

Section 1
General Provisions

- 1. Sod yards are not required for Estate Lots.
- 2. Irrigation systems are not required for Estate Lots.
- 3. Each Estate Lot must have a paved driveway which meets the requirements set forth in this Declaration for a distance of not less than one hundred fifty (150) feet from the edge of pavement of its respective road.
- 4. Any fencing located along a roadway on an Estate Lot must comply with all fencing requirements set forth in this Declaration.

5. Any side fencing located on an Estate Lot may be installed as traditional farm fencing and shall be well kept and maintained at all times. Any fencing constructed within the Community must be approved by the ARC.

Section 2

Barns and Outbuildings

Barns or outbuildings may be constructed on Estate Lots. Plans for any proposed barn or outbuilding must be submitted to the ARC for approval prior to construction, including the plot plan showing the proposed location of such barn or outbuilding. Approved construction materials for barns and outbuildings include: (1) framing made of wood or metal, and (2) exterior finishes made of wood, metal, Hardie Board, brick or stone. Metal roofs are permitted on barns and outbuildings. Any barn or outbuilding located in view from Davis Road must match the exterior of the home located on such Estate Lot and must complement the overall development of the Community. Landscape screen walls may be used to achieve an appearance acceptable to the ARC, and any such approved landscape screen wall must be maintained in the condition in which it was proposed and approved.

Article VI

INTENTIONALLY OMITTED

Article VII

Regulation of Building Contractors at Pine Ridge

The Pine Ridge Architectural Review Committee ("ARC") is charged with the duty of approving, prior to the start of any construction, all plans for buildings, landscaping, walls and fences.

The ARC shall prepare and utilize a document identifying or containing the Declaration and companion policies, which documents shall be signed by an Owner and his contractor in each case prior to the commencement of construction; and which document shall recite that failure to comply with the requirements of the Declaration and companion policies, on the part of the contractor, his employees or subcontractors, shall authorize the Association to stop work at a construction site until the contractor's non-compliance has been remedied, and a written release has been given by the Association to the contractor and Owner. In addition, the document shall contain a recital that the contractor understands the content of the document, and his agreement to comply with the Declaration and companion policies.

The construction of dwellings or homes within Pine Ridge shall be performed by Builders or Contractors as approved, in writing, by the Declarant or his designees. There will be no exceptions to this rule.

The following Construction Policies, shall apply to construction within Pine Ridge, to-wit:

Construction Policy 1:

Each builder will be permitted to place one sign, to be provided by the Association, at builder's expense, on the property once construction has commenced. The sign will list the builder's name and phone number and/or the Realtor's name and number, whichever the builder chooses. No other signs will be approved. This includes all sub-contractor signs, commonly used for advertising. Any signs violating this rule will be removed and the builder fined. THERE WILL BE NO EXCEPTIONS TO THIS RULE.

Construction Policy 2:

A dumpster must be placed on the lot prior to the start of framing and remain until construction is completed. The dumpster must be emptied often enough to maintain the construction site in a neat condition. All construction sites must be cleaned of any/all trash at the end of each day, to keep trash from blowing onto other lots or throughout the Community. THERE WILL BE NO EXCEPTIONS TO THIS RULE.

Construction Policy 3:

All construction sites must have "silt fences" or hay bails to prevent the drainage or erosion of dirt from entering onto other lots, into the river, or into the streets, and must remain in place until sod has been laid on the entire lot. Streets in front of construction sites must be swept and cleaned of debris every Friday, to present a clean community and provide a safe street for walkers, bikers and joggers. Violations of this rule may result in a fine to the Lot Owner. THERE WILL BE NO EXCEPTIONS TO THIS RULE.

Construction Policy 4:

Construction workers will be allowed on the property between 7 a.m. and 7 p.m. No construction work will be permitted on Sundays or the following legal holidays: January 1st, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

Construction Policy 5:

No vehicle, trailer, tractor, etc., is to be left on the street overnight. Any vehicle, trailer, etc., left overnight must be left on the lot for which the equipment is intended to be used.

Construction Policy 6:

Prior to a contractor using any vacant lot for project access, storage or stockpiling of materials, parking of vehicles, or any other use related to a construction project, that contractor shall obtain written permission from the Owner of that vacant lot and provide the ARC with a copy. Any damage or alteration done to the lot by the contractor, his employees or subcontractors, must be repaired and the lot returned to its original condition and signed off by the lot's Owner.

Construction Policy 7:

Each Owner, or its subsequent grantees, successors or assigns, must begin construction of a Residence on Owner's subject Lot within eighteen (18) months from the date such Lot was originally acquired from Declarant. Estate Lot Owners are exempt from the requirement in the preceding sentence.

Construction Policy 8:

Once construction of a Residence on any Lot has commenced, such construction must be completed within twelve (12) months of commencement.

Construction Policy 9:

Construction of any Residence or other structure on any Lot within the Community must comply with property line setbacks as shown on the final subdivision plat of Pine Ridge Subdivision.

Article VIII**Procedures for the Architectural Review Committee
and for Contractors**

It is the purpose of the ARC to supervise construction activities within the Community and to implement and enforce the Architectural Guidelines, through the construction period, through and including the completion and clean – up of construction.

The ARC shall review, prior to any work being started, all submittals for new construction, including, but not limited to: homes, barns, detached garages, outbuildings, building additions, boathouses, walls, fences, decks, driveways, swimming pools, hot tubs, re-roofing, exterior color schemes different from the previous color scheme, landscaping, or any other project similar in scope which materially alters the exterior of the Residence or that of the lot. A foundation survey must be performed by Alexander Surveying, or any other surveyor approved by the ARC, prior to construction. No construction, remodeling, landscaping or any other alterations to property within Pine Ridge may commence until the proper submittals have been made, fees paid and a Notice of Approval has been issued.

The ARC shall be comprised of Mark A. McIntyre as Chairman, and Braden Preston.

Plans will be reviewed within fourteen (14) days of submission.

All plan submittals must include:

1. Blue print Submittal Form
2. Brick/mortar Sample
3. Paint colors (actual paint chip)

4. Set of proposed plans and specifications
5. 8 ½ x 11 of elevation (front, only)
6. Landscape plan
7. Plot plan to include house with proposed septic location
8. Current Alabama contractor's license and license number

All items will be returned to the person submitting the plan. Plans without these items will be returned without review.

All construction shall be completed within 12 months.

Regarding procedures for obtaining approval of proposed "non-whole house construction" (which term includes additions/remodeling/renovation, and fences, walls and pools), construction shall also require advance approval by the ARC. An Owner (or his representative designated in writing) desiring review and approval of the plans and specifications for such construction shall submit:

1. Set of proposed plans and specifications
2. Brick/mortar samples
3. Paint colors (actual paint chip)

When requirements of this rule are not followed, fines will be levied as follows:

a.) When work has begun without approval by the ARC, immediate notification will be given advising the Owner of the non-compliance, requesting immediate cessation of work and submission of all plans within 7 days. A fine of \$50.00 per day will apply for each day in excess of 7 days elapsing before plans are received in the Development office.

b.) When work has been completed without ARC approval, and is not in compliance with this rule, the Owner will be notified by ARC to bring the project into compliance. A fine of \$50.00 per day will be assessed until the project is in compliance.

c.) When work has been completed without ARC approval and is in compliance, the ARC will advise the Owner of the findings and after-the fact approval. A second failure to follow proper procedures within a 12 month period will result in a \$500.00 fine.

The foregoing shall in no way limit or restrict the right of the Association to pursue any other available legal or equitable remedies for any violation of these restrictive covenants.

Article IX

Maintenance: Conveyance of Common Property By Declarant to Association.

Section 1

Association's Maintenance Responsibility

The Association shall maintain and keep in good repair (a) the Common Property, and (b) any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association. 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 also have the right, but not the obligation, to maintain and provide services for other property not owned by the Association, whether located within or without the boundaries of the Community, and to enter into leases, easements and covenants and to share costs regarding such property (and any other property) where the Board has determined that this would benefit the Owners.

The foregoing maintenance costs shall be assessed as a part of the General Assessments or specific assessments, as determined by the Board in accordance with this Declaration. The foregoing maintenance shall be performed consistent with the Community wide standard.

Section 2

Owners Maintenance Responsibility

Each Owner shall maintain or cause to be maintained in a safe, clean and attractive condition, all property subject to this Declaration which is owned directly, or indirectly by such Owner in a manner consistent with the community wide standards, as well as this Declaration. Owner's maintenance obligation shall include, but is not limited to, the following:

- Prompt removal of all litter, tree/shrub pruning, refuse, trash, grass clippings
- Lawn mowing on a regular basis
- Tree and shrub pruning
- Keeping trees, lawn and garden areas alive, attractive and free of weeds
- Keeping driveways, improvements and exterior lighting in good repair
- Comply with all governmental health and police requirements
- Immediate repair of any damaged improvements

Waterfront Lot Owners and Estate Lot Owners shall, in addition to the above, maintain as described above, the property between the river elevation and the property line of such Owner.

In the event that the Board determines that:

a) any Owner or designee of the Owner, as designee is defined below, has failed or refused to discharge properly its obligations with regard to the maintenance, repair or replacement of items for which he is responsible hereunder; or

b) 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 or her family, guests, lessees, invitees or designees then, the Association may perform the repair, replacement or maintenance. In such a case, the Association will notify the Owner in writing, of its intent to provide such necessary maintenance, repair or replacement, at Owner's or the Owner's designee sole cost and expense.

The notice shall set forth with reasonable particularity the maintenance, repairs or replacement deemed necessary. The Owner or his designee shall have ten (10) days 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. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacements at Owner's sole cost and expense, and all costs shall be treated as a specific assessment against the Owner and the property owned by the Owner.

Section 3

Party Walls and Party Fences

Each wall or fence built as a part of the original construction of the Residences which shall serve and separate any two (2) adjoining Residences shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply, thereto.

The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the wall or fence in equal proportions.

In the event of any dispute arising concerning a party wall or fence, or under the provisions of this Section, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefore by the Board, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

Section 4

Conveyance of Common Property by Declarant to Association

Declarant may, but shall not be obligated to, 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 this Declaration. Such conveyance shall be accepted by the Association and the property shall thereafter be Common Property to be maintained by the Association. Declarant shall have the right to mortgage the Common Property and any mortgages against the Common Property conveyed to the Association shall be assumed by the Association and the Association shall assume the debt secured by any such mortgage.

Section 5
Additional Improvements

Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section including, without limitation, dredging or otherwise removing silt from any lake that may be conveyed.

Article X

Use Restrictions and Rules

Section 1
General

This Article sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may only be amended in the manner provided for herein regarding amendment of this Declaration. In addition, the Board, by a two thirds (2/3) vote, may, from time to time, without consent of the Members, promulgate, modify, or delete other use restrictions, rules and regulations applicable to the Community not in conflict with Article X, Sections 2-42 set forth herein below. This authority shall include, but shall not be limited to, the right to limit the type and size of vehicles within the Community and to impose all other necessary traffic and parking regulations and to restrict the maximum noise levels of vehicles in the Community. The Board may also restrict certain portions of the recreational facilities administered by the Association, to adults only. Such use restrictions and rules shall be distributed to all Owners and Occupants prior to the date that they are to become effective, and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified in a regular or special meeting by a majority of the total Association vote entitled to vote thereon and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article XIV hereof, the consent of Declarant.

Section 2

One (1) single family Residence and or one (1) secondary dwelling. Lots cannot be subdivided or sold separately. All land and dwellings identified on the final plat of Pine Ridge Subdivision to be property of one Estate Lot Owner and maintained and sold as such.

Section 3
Residential Use

All Residences shall be used for single-family residential purpose, exclusively. No business or business activity shall be carried on in or upon any Residence at any time, except with written

permission/approval of the Board. Leasing of a Residence shall not be considered a business or business activity. However, the Board may permit a Residence to be used for business purposes so long as such business, in the sole discretion of the Board, does not otherwise violate the provisions of the Declaration or By-Laws and does not create a disturbance. The Board may issue rules regarding permitted business activities.

Residences of more than two stories must be approved in writing by the ARC.

Section 4 **Signs**

No sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the ARC. This includes, but is not limited to, any and all subcontractor signs, political signs and such. Notwithstanding the foregoing, the Board shall have the right to erect reasonable and appropriate signs. FOR SALE and FOR RENT signs may be erected upon any Lot, provided that such sign has a metal stand and frame, has dimensions of 18"x24", and is printed.

Section 5 **Vehicles and Garages**

The term "**vehicles,**" as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, mini-bikes, scooters, go-carts, trucks, campers, buses, vans and automobiles. Unless and except to the extent that the Occupants of a Residence shall have more vehicles than the number of parking areas serving their Residence, all vehicles shall be parked within such parking areas as provided within the construction of the home. Where the Residence contains a garage, "**parking areas**" shall refer to the number of garage parking spaces. Parking on the driveway is permitted, but by used and running vehicles, only. Any non-operating, or running, vehicles are to be parked in the garage. No cars are to be parked on the street overnight.

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 48 hours 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 48 hour period, such vehicle shall be considered a nuisance and may be removed from the Community.

Any towed vehicle, boat, recreational vehicle, motor home, or mobile home regularly stored in the Community or temporarily kept in the Community, except if kept in a garage or other area designated by the Board, for periods longer than 24 hours each shall be considered a nuisance and may be removed from the Community. Trucks with mounted campers which 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 builder, subcontractor, Owner or Occupant may leave their trailer, truck, car or other work vehicles on the street overnight. All such vehicles are to be removed from the street at the end of each day. All construction vehicles are to park on the right side at all times.

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

All single family detached Residences shall contain, as a minimum, a two-car garage. Garage doors shall be kept closed at all times, except during times of ingress and egress from the garage. Detached garages are permitted, once architectural drawings have been approved, in writing, by the ARC. A carport may be constructed in lieu of a two-car garage. Any carport must be submitted as part of the plan submittal, must be approved by the ARC, and must match the construction and façade of the Residence located on such Lot.

Section 6 **Natural Gas Use**

Each Owner covenants and agrees to cause any Residence constructed upon Owner's Lot to be equipped with one or more natural gas heating systems as the exclusive central space heating system and one or more natural gas water heaters as the exclusive water heating system, such natural gas service to be provided by Alabama Gas Corporation. In the event that any Residence constructed on any Lot fails to comply with this covenant, the Owner of such Lot agrees to immediately pay to Declarant Two Thousand Five Hundred Thirty-Three and No/100 Dollars (\$2,533.00), plus any and all interest, fees, and expenses incurred by Declarant as a result of Owner's failure to comply with this covenant. In the event Owner fails to pay such amount when due, Declarant shall have the right to levy a special assessment against such Lot equal to such unpaid amount.

Section 7 **Leasing**

Residences may be leased for residential purposes. All leases shall have a minimum term of six (6) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, By-Laws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property. The Owner of the property will be responsible for the any annual or special assessments owed by Community Owners, as well as providing the Association with the Owners' forwarding address and phone number.

Section 8 **Occupants Bound**

All provisions of the Declaration, By-Laws and of any rules and regulations, use restrictions or design guidelines promulgated pursuant thereto which govern the conduct of Owners and which

provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be additionally levied against the Owner.

Section 9
Animals

No swine, goats, or poultry shall be kept on any tract, except ducks and/or geese on property with a pond or lake.

Cattle and horses may be maintained on Estate Lots within the provisions of this section. Cattle, defined as cows, bulls, steers, and calves in the common usage of the term, may be maintained in quantities not to exceed one weaned animal per one and one-half pasture acres, and horses may be maintained in quantities not to exceed one weaned animal per pasture acre, excluding the curtilage of any residence and including the area occupied by barn structure. No unweaned animals may be maintained except at the side of the natural mother animal. The Animal Control Committee reserves the right to enforce the maintenance of proper pasture for said animals for the purpose of maintaining the aesthetic integrity of the property and further reserves the right to control the maintenance of said animals in such a fashion as to prevent excessive flies, insects, parasites and odors. All animals shall be maintained in a healthy and slightly condition.

The Animal Control Committee ("ACC") shall consist of five members, two of whom will be Mark A. McIntyre and Braden Preston or their designees, two of whom shall be elected by the owners of the tracts herein by popular vote with one vote per tract, and one of whom shall be appointed by the hereinabove committee members. Elected members of the ACC and the appointed member of the ACC shall each serve two year terms. The ACC shall have the right to control ownership of all animals within the rules set out herein and in such other fashion as to remedy conditions that shall from time to time develop that create a nuisance or inconvenience for the owners of the property the subject of these restrictions. The ACC shall receive complaints from the owners of the subject property herein in confidentiality and shall submit said complaints privately and confidentially to the owner against whom said complaint has been registered without revealing the source of said complaint. The confidentiality of this procedure shall be maintained unless formal litigation is instituted, at which time the confidentiality shall cease. The decision of the ACC shall be conclusive as to all matters in regard to the ownership and maintenance of all animals on the subject property.

Any dog, cat, or other approved pet owned by an Owner must be contained to the Lot of such Owner using a traditional fence or electric fence. Any such fence must comply with the provisions set forth in this Declaration.

Section 10
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 property within

the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Residence 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 noxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Community.

Section 11

Unsightly or Unkempt Conditions

The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

All yards, flower beds and/or planting beds are to be kept free of weeds. All trees and bushes are to be kept trimmed, yards to be edged and grass to be cut. Any deviation from this would be considered unsightly and unkempt.

Section 12

Waterfront Lots - Boathouses and Piers

Any boathouse and/or pier constructed on Waterfront Lots 2-11 must be located entirely on the North half of such Lot.

Section 13

Antennas

No exterior antennas of any kind shall be placed, allowed, or maintained upon any portion of the Community, including any Residence, without the prior written consent of the ARC or its designee. No free standing antennas whatsoever shall be placed on any Residence. The ARC or its designee may approve the installation of radio antennas which do not protrude above the roof line of the Residence at its highest point and are not visible from the street in front of the Residence. Each Owner and Occupant acknowledges that this provision benefits all Owners and Occupants and each Owner and Occupant agrees to comply with this provision despite the fact that the erection of an outdoor antenna or similar device would be the most cost effective way to transmit or receive the signals sought to be transmitted or received.

Any satellite T.V. dish must be placed behind a fence or tree, on the rear of the home and must not be visible from the street. The installation and location of any satellite T.V. dish must be approved in writing by the ARC, prior to installation.

Section 14
Tree Removal

When trees are removed from any Lot within the Community, tree stumps must also be removed and the land must be restored to its natural condition.

Section 15
Drainage

Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No children are to play in these areas at any time. No Owner or Occupant may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains except with the permission of the ARC. Declarant hereby reserves a perpetual easement across all Community property for the purpose of altering drainage and water flow. Rights exercised pursuant to such reserved easement shall be taken to protect such property, and damage shall be repaired by the person causing the damage at its sole expense. No fence will be permitted to be constructed on or in drainage areas which may adversely affect the drainage as originally designed by the Developer.

Section 16
Site Distance at Intersections

All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

Section 17
Garbage cans Woodpiles, etc.

All garbage cans, woodpiles, swimming pool pumps, filters and related equipment, air conditioning compressors and other similar items shall be located or screened so as to be concealed from view of neighboring property and streets. All rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate. Declarant, however, hereby expressly reserves the right to dump and bury rocks and trees on property within the Community as needed for efficient construction and to allow developers and builders within the Community to bury rocks and trees removed from building site on such building site. Trash, garbage, debris or other waste matter of any kind may not be burned or buried within the Community, except when done during the normal construction of a Residence or by Declarant.

Section 18
Subdivision of Residence

No Residence shall be subdivided or its boundary lines changed except with the prior written approval of the Board or its designee, the Declarant and the ARC. Declarant, however, hereby expressly reserves the right to re-plat any Residence or Residences owned by Declarant during

the time in which Declarant may annex property. Any such division, boundary line change or replatting shall not be in violation of the applicable subdivision and zoning regulations.

In the event a re-subdivision is approved by the Declarant, the Board and the ARC, and such re-subdivision combines two or more lots into one lot, the Owner shall be responsible for and shall pay dues based upon the number of lots prior to the re-subdivision.

Section 19

Mailboxes.

The ARC shall provide Owners with three (3) mailbox options to choose from.

Section 20

Fencing

No fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any portion of the Community, including any Residence, without the prior written consent of the ARC. Fences will be compatible with the home and have architectural interest and shall meet the Architectural Guidelines.

No fence will be higher than six (6) feet from the final ground level to the top of the fence.

The exterior side of the fence is to be finished, specifically the structural characteristics must be covered. All wood fences must be pre-stained with "cedar" stain. No painted fences will be allowed unless previously approved by the ARC. Any painted fences must be well-maintained at all times. Columns made of brick or stone must be used at each corner or fence line of any fence within the Community.

Fences must butt unto one another, allowing no one space between Residences, unless the yards are separated by a drainage easement. No fence may disrupt or affect community or residential drainage.

No rough sawn boards of any kind are to be used in the construction of the fence.

No chain link fence will be allowed, under any circumstances, within the Community. Dog runs will not be allowed.

Fences, regardless of construction, will not be permitted any nearer to the front lot line than the rear most corner of the dwelling, except in special circumstances with written approval from the ARC.

Section 21

INTENTIONALLY OMITTED.

Section 22
Utility Lines

No overhead utility lines, including lines for cable television, running to a Residence shall be permitted on any Lot within the Community, except for temporary lines as required during construction and lines installed by or at the request of Declarant.

Section 23
Air-Conditioning Units

Except as may be permitted by the ARC or its designee, no window air conditioning units may be installed.

Section 24
INTENTIONALLY OMITTED.

Section 25
Artificial Vegetation, Exterior Sculpture and Similar Items

No artificial vegetation shall be permitted on the exterior of any property. Exterior sculpture, fountains, flags and similar items must be approved, in writing, by the ARC prior to installation.

No yard signs will be permitted, with the exception of ARC approved "For Sale" signs.

Section 26
Energy Conservation Equipment

No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined at the sole discretion of the ARC or its designee.

Section 27
Above Ground Swimming Pools

No above ground swimming pools will be permitted.

Section 28
Driveways

Driveways shall be constructed with concrete, unless otherwise approved, in writing, by the ARC.

Section 29
Exteriors

Except as may be permitted by the ARC or its designee, the exterior of all improvements including, without limitation, Residences must be repainted in a color used in the original construction. No Residence exterior shall be constructed of untreated wood. All such wood exteriors must be painted or specifically approved, in writing, by the ARC.

Vinyl shall not be an approved exterior material, with the exception of the trim, carnish, and vinyl shakes for dormers and/or gables above the roof line of a Residence. Hardie Board should be used wherever the design calls for siding. Please consult the Architectural Guidelines, Exhibit "B" herein, for further information.

Section 30

INTENTIONALLY OMITTED.

Section 31

Chimneys

All chimneys that are on the exterior wall must have either brick or stone on the three (3) exterior sides of the chimney. Interior chimneys may have either a siding or stucco product on all four (4) sides of the chimney.

Section 32

INTENTIONALLY OMITTED.

Section 33

INTENTIONALLY OMITTED.

Section 34

Landscaping

All landscaping shall conform to the requirements and restrictions set forth in Exhibit "B", and the following:

Guidelines for Landscaping Planning:

- a.) Existing vegetation and trees should be preserved whenever possible to provide screening and to lend an established feeling to the Community.
- b.) Shrubs should be well distributed, not necessarily evenly spaced. Shrubs may be used for screening and to minimize the visual impact of driveways and parking areas.
- c.) Earth berms may be used to create a sense of enclosure and to screen driveways, especially if planted with shrubbery.
- d.) All trees greater than two inches in diameter at breast heights shall be preserved, unless removal of them is part of the approved plan.
- e.) The lot shall be completely landscaped. All portions of the yard in front of the Residence facing the road shall be sodded. Seed and straw will be allowed in other areas

- f.) "Straight in"/"Straight shot" driveways should be avoided.
- g.) Each lot owner must submit a landscaping plan at the time of blueprint submittal.

All yards shall be landscaped pursuant to landscape and irrigation plans reviewed and approved, in writing, by the ARC.

All landscaping must be installed and completed no later than 7 days from the receipt of the homes Certificate of Occupancy.

It is not the intention of the Pine Ridge ARC to monitor every planting within the Pine Ridge Community, however, if a lawn, at the sole discretion of the ARC, has deteriorated and/or was never installed properly, then the lot Owner will be required to bring his lot into compliance with the guidelines.

Section 35

Screening Heating and Cooling Units

All exterior heat and air conditioning compressors or air handlers must be screened from view. This can be accomplished with vegetation, brick or stone. If vegetation is used, the originally planted plants must be large enough to create a walled off effect. The screening must be on all sides of the equipment.

Section 36

Storage Tanks/Necessary Buildings

Any storage tank must be approved, in writing, by the ARC and, if approved, must be buried, or if they are less than fifty (50) gallon capacity, may, with the ARC's approval, be installed above ground. However, any above ground tank must follow the screening regulations as they pertain to heating and cooling units.

Necessary buildings, detached garages and the like, must follow the blueprint submittal guidelines, and be approved, in writing, by the ARC. Any such buildings must match the exterior material, color and style of the Residence which it will serve.

Section 37

Corner Lots

All corner lots shall be built either parallel to both streets and in the case the Residence is built parallel to one of the streets, the garage must face the interior lot so that no garage will face any street at a ninety-degree angle, unless otherwise approved, in writing, by the ARC. All site plans must be approved by the ARC prior to commencement of construction.

Section 38

INTENTIONALLY OMITTED.

Section 39**Specific Subdivision Restrictions as to Pine Ridge Community, all Phases**

- a.) All dwellings and permitted accessory buildings constructed on the lots of the Community shall have an exterior with approved materials as per the Architectural Guidelines. Visible unpainted red "sewer brick" will not be allowed. All dwellings must be approved, in writing, by the ARC prior to commencement of construction.
- b.) All dwellings shall have side or rear entry garages, unless approved, in writing by the ARC.
- c.) No garage shall face the street at a 90 degree angle.
- d.) Roofs of dwellings constructed on all of said lots shall be of architectural shingles. Metal roofs may be approved in certain situations to accent a Residence, and any such metal roof must be approved by the ARC.
- e.) Any and all roof stacks shall be painted to match the roof shingles.
- f.) Dwellings shall require a minimum square footage of one thousand six hundred (1,600) square feet of heated space on the main floor of said dwelling.
- g.) The main body of all dwellings shall have a roof pitch of 8/12 or greater.

Section 41**Restriction as to Contractors or Builders**

The construction of dwellings or homes within the Pine Ridge Community shall be performed by licensed builders or contractors as approved, in writing, by the Declarant, or its designees. The builder or contractor must obtain written approval by the Declarant or his designees as an approved builder or contractor, prior to the submittal of plans and specifications to the ARC.

It is the specific intent of the Declarant, as well as the Board, that this Covenant be implemented and enforced in order that homes are constructed by financially stable builders and contractors who consistently attempt to build homes on the basis of quality and in a timely manner.

This Covenant is not meant to imply or express an opinion by the Declarant, its designees or the Board as to a builder's or contractor's qualifications. In addition, this Covenant is not to be construed as an implication, suggestion or statement that the builders or contractors as approved by the Declarant are acting as agents, servants, or employees of the Declarant or the Board, nor is it to be construed that such builders or contractors are subject to the right of control of the Declarant, its designees, the Board or its members.

Section 42**Right of Board to Waive Use Restrictions and Rules**

It is expressly provided that the ARC and/or the Board have the power and authority to waive the requirement or enforcement of any of the use or restrictive covenants as set forth herein. The Declarant recognizes that, from time to time, due to unforeseen circumstances, an Owner, Occupant or Resident may not be capable of strictly complying with the Covenants and Restrictions contained herein, and, therefore, due consideration must be given because of such

unforeseen circumstances. The ARC and Board may consider such a waiver on a case by case basis but any decisions to waive or enforce any of these covenants and restrictions must be done so only when all other covenants and restrictions, not otherwise waived or enforced, are met by the Owner, Occupant or Resident. The ARC or Board must first endeavor to see that such covenant or restriction as waived or not enforced can be met or carried out by an alternative means by otherwise complying with the spirit of these Covenants and Restrictions.

Article XI

Prohibition of Timesharing

Timesharing shall be prohibited in the Pine Ridge Community. The term “**timesharing**” shall include, without limitation, timeshare estate, timeshare use and timeshare interval programs.

Article XII

Insurance and Casualty Losses

Section 1 **Insurance**

The Association’s Board of Directors or its duly authorized agent shall have the authority to, and shall, obtain insurance for all insurable improvements on the Common Property in the Pine Ridge Community.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as trustee, for the respective benefited parties.

Section 2 INTENTIONALLY OMITTED.

Section 3 **Property Insured by Owners: Damage and Destruction**

By virtue of taking title to property within the Pine Ridge Community, each Owner agrees with all other Owners and with the Association that each individual Owner shall carry casualty insurance insuring their Residence for its full appraised value and for casualty loss as may be defined by the insurance company as the Owner may choose. Each individual Owner further agrees that in the event of a partial loss or damage resulting in less than total destruction, the individual Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the individual Owner determines not to rebuild or reconstruct, the individual Owner shall clear the Residence of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

Section 4**Insurance Deductible**

The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the persons who are responsible hereunder, or under any declaration or contract requiring the Association to obtain such insurance, for maintenance of the damaged or destroyed property.

Article XIII**Condemnation**

Whenever all or any part of the Common Property shall be taken (or conveyed in lieu of and under threat of condemnation by the Board, acting on its behalf or on the written direction of all Owners subject to the taking, if any) by any authority having the power of condemnation or eminent domain, the Association shall represent the Owners. The award made for such taking shall be payable to the Association as trustees for all Owners.

Article XIV**Annexation of Additional Property and Withdrawal****Section 1****Unilateral Annexation by Declarant**

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 ten (10) years after the recording of this Declaration to subject all or any portion of the real property adjacent and/or contiguous to the platted Community of Pine Ridge, all phases, to the provisions of this Declaration and the jurisdiction of the Association by filing for record a Supplementary Declaration in respect to the property being annexed. Any such annexation shall be effective upon the filing for record of such Supplementary Declaration unless otherwise provided therein.

The rights reserved unto Declarant to subject additional land to the Declaration shall not and shall not be implied or construed so as to impose any obligation upon Declarant to subject any of such additional land to this Declaration or to the jurisdiction of the Association. If such additional land is not subject to this Declaration, Declarant's reserved right 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**Withdrawal of Property**

The Declarant reserves the right to amend this Declaration, so long as it has a right to annex additional property pursuant to Article XIV, Section 1, for the purpose of removing any portion of the Community from the coverage of this Declaration, provided such withdrawal is not contrary to the overall, uniform scheme of development for the Community. Such amendment shall not require the consent of any Person other than the Owner of the property to be withdrawn, if not the Declarant. If the property is Common Property, the Association shall consent to such withdrawal.

Section 3

Additional Covenants and Easements

The Declarant may unilaterally subject any portion of the Community to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association. Such additional covenants and easements shall be set forth in a Supplementary Declaration filed either concurrently with or after the annexation of the subject property, and shall require the written consent of the owner(s) of such property, if other than the Declarant. Any such Supplementary Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

Article XV

Mortgage Provisions

The following provisions are for the benefit of holders of first mortgages on Residences in the community. The provisions of this Article apply to both this Declaration and the By-Laws notwithstanding any other provisions contained therein.

Section 1

Notices of Action

An institution holder, insurer or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, guarantor and the Residence number, therefore becoming an “**eligible holder**”), will be entitled to timely written notice of:

- a.) any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Residence on which there is a first mortgage held insured or guaranteed by such eligible holder;
- b.) any delinquency in the payment of assessments or charges owed by an Owner of a Residence subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance

- by an Owner of a Residence of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;
- c.) any lapse, cancellation or material modification of any insurance policy maintained by the Association; or,
 - d.) any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2

Special FHLMC Provisions

So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the first Mortgagees or at least two-thirds (2/3) of the total Association vote entitled to vote thereon consent, the Association shall not:

- a.) by act or omission seek to abandon, partition, subdivide, sell or transfer the Common Property which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Property shall not be deemed a transfer within the meaning of this subsection);
- b.) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner of a Residence (a decision, including contracts, by the Board or provisions of any Supplementary Declaration regarding assessments for Parcels or other similar areas shall not be subject to this provision where such decision or Supplementary Declaration is otherwise authorized by this Declaration);
- c.) by act or omission change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Residences and of the Common Property (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver or abandonment within the meaning of this provision);
- d.) fail to maintain insurance, as required by this Declaration; or
- e.) use hazard insurance proceeds for any Common Property losses for other than repair, replacement or reconstruction of such property.

First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3

No Priority

No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Residence in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 4

Notice to Association

Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Residence.

Section 5

Amendment by the Board

Should the Veterans Administration, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 6

Veterans Administration Approval

As long as the Declarant has an option unilaterally to subject property to this Declaration as provided in Article XIV, the following actions shall require the prior approval of the Veterans Administration so long as the Veterans Administration is guaranteeing any Mortgage in the Community; annexation of additional property to the Community, except for annexation by Declarant in accordance with Article XIV, Section 1 hereof pursuant to a plan of annexation previously approved by the Veterans Administration; dedication of Common Property to any public entity; and material amendment of the Declaration, By-Laws or Articles of Incorporation.

Section 7

Applicability of Article XV

Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Alabama law for any of the acts set out in this Article.

Section 8

Failure of Mortgagee to Respond

Any Mortgagee (or insurer or guarantor of a Mortgage) who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

Article XVI

Easements

Section 1

Easements for Encroachment and Overhang

There shall be reciprocal appurtenant easements for encroachment and overhang as between each Residence and such portion or portions of the Common Property adjacent thereto or as between adjacent Residences due to the placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Residence and the adjacent portion of the Common Property or as between adjacent Residences, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, Occupant or the Association.

Section 2

Easements for Use and Enjoyment of Common Property

Every Member shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his property, subject to the following:

- a. the right of the Board or Declarant to charge reasonable admission and other fees for the use of any portion of the Common Property to limit the number of guests who may use the Common Property, to allow Persons who are not Members of the Association, such as Persons living or working in the vicinity of the Community, to use the Common Property on a regular or temporary basis and to charge or not to charge a use fee therefore, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants, guests, Occupants and invitees;
- b. the right of the Board to suspend the voting rights of an Owner and Occupant and the right of an Owner and Occupant to use the Common Property recreational facilities in the Community, if any, for any period during which any assessment which is hereby provided for remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, By-Laws, use restrictions, rules and regulations or design guidelines;
- c. the right of the Board to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance or any such Mortgage given shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant, or any Residence or Owner, or the holder of any Mortgage, irrespective of when

executed, given by Declarant or any Owner encumbering any Residence or other property located within the Community (any provision in this Declaration or in any such Mortgage given by the Board to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant, or any Residence or Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Residence or other property located within the Community);

- d. the right of the Board to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least a Majority of the Association, in person or by proxy, at a meeting duly called for such purpose or, if a meeting is not called, upon the affirmative vote of at least a Majority of the votes cast in a referendum on the issue and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article XIV hereof, by the Declarant;
- e. The right of the Declarant to conduct activities within the Common Property, such as tournaments, charitable events, and promotional events and to restrict Members from using the Common Property during such activities, provided such activities shall be conducted in a manner to minimize (to the extent reasonably possible) any substantial interference with the Members' use and enjoyment of the Common Property and shall not exceed seven (7) consecutive days.

An Owner's right of use and enjoyment in and to the Common Property and facilities located thereon shall extend to the members of his family, and guests. Owners shall be deemed to have made a delegation of all such rights (except the right of ingress and egress to the Owner's property) to the Occupants of any leased Residence.

Upon affirmative vote of the Majority of the Association present, in person or by proxy, at a meeting duly called for such purpose (or, if a meeting is not called, upon the affirmative vote of at least a Majority of the votes cast in a referendum on the issue) and, so long as the Declarant has an option unilaterally to subject additional Property to this Declaration as provided in Article XIV hereof, the consent of Declarant, the Board may alter the use of any Common Property. For example, and by the way of illustration and not limitation, the Board may convert tennis courts into basketball courts or visa versa.

An Owner's right of use and enjoyment in and to the Common Property and facilities located thereon shall not give any Owner the right of ingress or egress across any Residence to obtain access to such Common Property.

Section 3

Reserved Easement for ingress, egress and the Provision of Services to the Community

There is hereby reserved to the Declarant, its successors and assigns, blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing, maintaining and removing rights-of-way, drainage facilities, floodway easements, and all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, and any other similar service such as, but not limited to, a master television antenna system, cable television service, video system or security system which the Declarant might decide to have installed to serve the Community or any portion thereof. It shall be expressly permissible for the Declarant and its successors and assigns to install, repair, replace, maintain and remove or to authorize the installation, replacement, maintenance, or removal of such wires, conduits cables and other equipment related to the providing of any such utility or service. Declarant and its successors and assigns shall have full right of ingress and egress at all times over all portions of the Community for the installation, operation, maintenance, repair or removal of any unauthorized obstruction placed in or on any of the foregoing easements that would, in the sole discretion of Declarant or its successors and assigns, interfere with the use or installation of the foregoing utilities or services. In no event shall the foregoing prohibit paving or landscaping within such easements. Declarant shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder to one or more public utility companies, quasi-public utility companies or relevant governmental authorities. All utilities except drainage installed within the above described easements shall be installed underground. This reserved easement may be assigned by Declarant by written instrument to the Association, and the Association shall accept such assignment upon such terms and conditions as are acceptable to Declarant. Rights exercised pursuant to such reserved easements shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 4

Easement for Entry

In addition to the right of the Board to exercise self-help as provided in Article XIX, Section 2, hereof, the Board shall have the right, but shall not be obligated, to enter upon any property within the Community for emergency, security, and safety, which right may be exercised by the manager, and all policemen, firemen, ambulances personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. It is intended that this right shall include the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion or other hazard in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Board.

Section 5

Easement for Waterfront Maintenance

Declarant hereby expressly reserves a perpetual easement for the benefit of Declarant and its successor and assigns, across such portions of the Community, determined in the sole discretion of Declarant (or its successors and assigns), as are necessary to allow for the maintenance of a

river shoreline(s), if any, which are within the Community or which are made available for the use and enjoyment of Owners and Occupants within the Community. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment of property adjacent to the river(s), reasonable steps shall be taken to protect such property, and damage shall be repaired by the person causing the damage at its sole expense. In order to allow the exercise of the rights created pursuant to this easement, no tree or structure may be placed within fifteen (15) feet of the line formed by the highest normal pool elevation of any river without the prior written approval of the Board or its designee.

Section 6

Easement for Property Maintenance along River

Every Waterfront Lot Owner and Estate Lot Owner shall have a right and easement of access to that property located between a river and the property line of such Waterfront Lot Owner or Estate Lot Owner as needed to perform the maintenance required under Article IX.

Section 7

Easement to Serve Additional Property

The Declarant hereby reserves for itself and its duly authorized agents, representatives, and employees, successors, assigns, licensees, and mortgagees, an easement over the Common Property for the purposes of enjoyment, use, access, and development of the Declarant's adjacent property, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Property for construction of roads and for connecting and installing utilities on such property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Property as a result of vehicular traffic connected with development of such property. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof benefitting from such easement is not made subject to this Declaration, the Declarant, its successors or assigns, shall enter into a reasonable agreement with the Association to share the cost of any maintenance which the Association provides to or along any roadway providing access to such property.

Article XVII

Declarant's Rights

Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the By-Laws may be transferred in whole or in part to the Association or to another Person, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the By-Laws. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records of Lauderdale County, Alabama.

The Declarant and its employees, agents and designees shall also have a right and easement over and upon all of the Common Property for the purpose of making, constructing and installing such improvements to the Common Property as it deems appropriate in its sole discretion.

No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Community without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records of Lauderdale County, Alabama.

Article XVIII

INTENTIONALLY OMITTED

Article XIX

General Provisions

Section 1

Enforcement

Each Owner and every Occupant shall comply strictly with the By-Laws, the rules and regulations, the use restrictions and with the design guidelines, all as may be amended or modified from time to time, and with the covenants, conditions and restrictions set forth in this Declaration, as may be amended from time to time, and in the deed to his or her property within the Community, if any. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the By-Laws, the rules and regulations, use restrictions, or design guidelines shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board, on behalf of the Association, or, in a proper case, by an aggrieved Owner or Occupant. Failure by the Board or any Owner or Occupant 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 against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

Section 2

Self-Help

In addition to any other remedies provided for herein, the Board or its duly authorized Agent shall have the power to enter upon a Residence or any portion of the Community to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, the By-Laws, the rules and regulations, the use restrictions, or the

design guidelines. Except in the case of emergency situations and towing, the Board shall give the violating Owner ten (10) days written notice of its intent to exercise self-help. All costs incurred shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

Section 3
Duration

The provision of this Declaration shall run with and bind the land and shall be, and remain, in effect perpetually to the extent permitted by law; provided, however, should any provision of Alabama law now or hereafter in effect limit the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law; and such provisions shall be automatically extended for successive periods of ten (10) years or such shorter period as may be allowed by law, unless such extension is disapproved at a meeting duly called for such purposes by at least a Majority of the Association vote (or, if a meeting is not called, upon the affirmative vote of at least a Majority of the Association votes as recorded by a referendum on the issue) and so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article XIV hereof, the written consent of the Declarant. Such meeting or referendum must be held and a written instrument reflecting disapproval must be recorded within the year immediately preceding the beginning of a renewal period. Every purchaser or grantee of any interest in any real property agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 4
Amendment

This Declaration 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 which 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 Residences subject to this Declaration;
- c.) such amendment is required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, without limitation the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, or a State or National Bank, to enable such lender or purchaser to make or purchase Mortgage loans on the Residences subject to this Declaration;
or
- d.) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgage loans on the Residences subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's property unless any such Owner shall consent thereto in writing. Further, so long as Declarant has the right to unilaterally

subject additional property to this Declaration as provided in Article XIV hereof, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not adversely affect title to the property of any Owner without the consent of the affected Owner or Occupant. Any amendment 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 the Owner's consent.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least a two-thirds (2/3) vote of the total Association vote entitled to vote thereon or three-fourths (3/4) of the Board and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article XIV hereof, the approval of the Declarant. In the event of a conflict between the Board and the Association, the Board's decision controls. A meeting may be called (but shall not be required) to consider and vote upon any amendment. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein.

Any procedural challenge to an amendment must be made within six (6) months of its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of the Declaration or By-Laws.

Section 5
Partition

The Common Property shall remain undivided, and no Owner nor any other person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community, the written consent of all holders of all Mortgages encumbering any portion of the property locate within the Community, and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article XIV hereof, the consent of the Declarant.

Section 6
Gender and Grammar

The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 7
Severability

Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provisions or application or any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 8
Captions

The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 9
Perpetuities

If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 10
Indemnification

The Association shall indemnify every officer and Director against any and all expenses, including attorney's fees, imposed upon or reasonably incurred by any officer or Director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or Director, the officers and Directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misfeasance, misconduct or bad faith. The officers and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or Directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director, or former officer or Director, may be entitled.

The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

Section 11
Construction and Sale Period

Notwithstanding any provisions contained in this Declaration, the By-Laws, Articles of Incorporation, use restrictions, rules and regulation, design guidelines and any amendments thereto, until Declarant's right unilaterally to subject property to this Declaration as provided in Article XIV terminates, it shall be expressly permissible for Declarant and any builder or

developer approved by Declarant to maintain and carry on, upon such portion of the Community as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's and such builder's or developer's development, construction, and sales activities related to property described on Exhibit "A" as it may be amended from time to time, to this Declaration, including, but without limitation: the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Community; the right to tie into any portion of the Community with driveways, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-fee or any other fee for doing so), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on under and/or over the Community; the right to carry on sales activities; however, any and all promotional, sales and or directional signs, flags, banners, construction/sales trailers and their locations must be approved, in writing, by the ARC, prior to installation. Declarant and any such builder or developer may use Residences or offices owned or leased by Declarant or such builder or developer as model Residences and sales offices. Rights exercised pursuant to such reserved easements shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the person causing the damage at its sole expense.

Section 12

Books and Records

This Declaration, the By-Laws, the Articles of Incorporation, copies of rules and regulations, use restrictions, design guidelines, membership register, books of account and minutes of meeting of the Members or the Board and of committees shall be made available for inspection and copying by any Member of the Association or by his duly appointed representative and by holders, insurers or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to his or her interest as a Member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

The Board shall establish reasonable rules with respect to:

- a.) notice to be given to the custodian of records;
- b.) hours and days of the week when such an inspection may be made; or
- c.) payment of the cost of reproducing copies of documents.

Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the Physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extra copies of documents at the reasonable expense of the Association.

Section 13

Audit

An audit of the accounts of the Association shall be made annually in such manner as the Board may decide. Upon written request of any institutional holder of a first Mortgage, such holder, upon payment of the costs associated therewith, shall be entitled to receive a copy of a financial statement within ninety (90) days of the date of the request.

Section 14
Notice of Sale

If an Owner sells his or her Residence, the Owner shall give the Board, in writing, the name of the purchaser of the Residence and such other information as the Board may reasonably require.

Section 15
Estoppel Certificate

Upon the request of any Member, the Board or its designee shall furnish a written certificate signed by an officer or agent of the Association regarding unpaid assessments levied against that Member's property and any violations of the Declaration, By-Laws, use restrictions, rules and regulations or design guidelines by any Owner or Occupant of such property. Such certificate shall bind the Association with respect to the foregoing matters. The Association may require the advance payment of a processing fee not to exceed twenty five dollars (\$25.00) for the issuance of each such certificate.

Section 16
Agreements

Subject to the prior approval of Declarant, so long as the Declarant has an option unilaterally to subject additional property to this Declarations as provided in Article XIV herein, all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representative, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

Section 17
Implied Rights

The Association may exercise any right or privilege given to it expressly by the Declaration, the By-Laws, the Articles of Incorporation, any use restriction or rule, the design guidelines and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

Section 18
Deviations

The Board, or its designee and, so long as the Declarant has an option to subject additional property to the Declaration as provided in Article XIV, herein, may, with the Declarant's

consent, in the exercise of its discretion, permit deviations from the restrictions contained in this Declaration, By-Laws, the rules and regulations, and the design guidelines.

Section 19

Use of Word "Pine Ridge"

No person shall use the work "Pine Ridge" in the name of any commercial or residential building or any commercial or residential business or enterprise or in any printed material or promotional material without the prior written consent of the Declarant. However, Owners and Occupants may use the term "Pine Ridge" in printed or promotional matter where such term is used solely to specify that particular property is located within Pine Ridge.

Section 20

Declarant's Reservation for use of Property

The Declarant does hereby reserve for itself, its successors, assigns, licensees, guests and invitees and does hereby grant Mark A. McIntyre and Braden Preston, their designees, successors, assigns, licensees, guests and invitees the right to use all rivers, lakes, ponds, recreational improvements, tennis courts, pools, and/or all other Common Property, provided that the use of such shall be subject to the same restrictions, covenants limitations as herein set forth by these use Covenants.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned, have executed this instrument under seal
this 8th day of March, 2017.

PRESTON LAND DEVELOPMENT, LLC,
an Alabama limited liability company

By: *Braden Preston*

Its: Manager

SECOND CREEK FARM, LLC,
an Alabama limited liability company

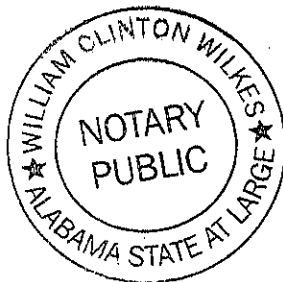
By: *[Signature]*

Its: Manager

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned Notary Public in and for said county and state, hereby certify that Braden Preston, as Manager of PRESTON LAND DEVELOPMENT, LLC, an Alabama limited liability company, whose name 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 Manager, 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 the 8th day of March, 2017.

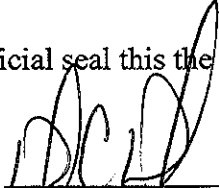


[Signature]
Notary Public
My Commission Expires: 12-3-2017

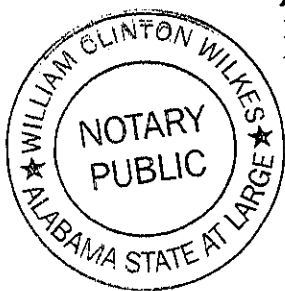
STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned Notary Public in and for said county and state, hereby certify that Mark McIntyre, as Manager of SECOND CREEK FARM, LLC, an Alabama limited liability company, whose name 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 Manager, 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 the 8th day of March, 2017.



Notary Public
My Commission Expires: 12-3-2017



RATIFICATION

Second Creek Farm, LLC

Progress Bank and Trust, being the holder of a mortgage from ~~Pine Ridge, LLC~~ (predecessor in interest to Declarant) in favor of Progress Bank and Trust dated September 30, 2016, and recorded October 3, 2016 in Book 2016 Page 44734 in the Office of the Judge of Probate of Lauderdale County, Alabama; does hereby ratify, confirm and consent to the execution and recording of the Declaration of Protective Covenants for Pine Ridge Subdivision, and all amendments thereto, to be filed in the Office of the Judge of Probate of Lauderdale County, Alabama for the purpose of giving full force and effect to the Restrictions.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on the 8th day of March, 2017.

PROGRESS BANK AND TRUST

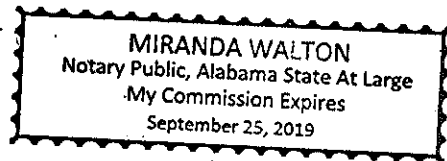
By: AMM
Its: President Shook

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned Notary Public in and for said county and state, hereby certify that Andy Mann, as President Shook of PROGRESS BANK AND TRUST, whose name 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 Officer, and with full authority, executed the same voluntarily for and as the act of said Progress Bank and Trust.

Given under my hand and official seal this the 8th day of March, 2017.

Miranda Walton
Notary Public
My Commission Expires: _____



RATIFICATION

Preston Land Development, LLC
CB&S Bank, being the holder of a mortgage from ~~Pine Ridge, LLC~~ (predecessor in interest to Declarant) in favor of CB&S Bank dated September 30, 2016, and recorded October 3, 2016 in Book 2016, Page 44751 in the Office of the Judge of Probate of Lauderdale County, Alabama; does hereby ratify, confirm and consent to the execution and recording of the Declaration of Protective Covenants for Pine Ridge Subdivision, and all amendments thereto, to be filed in the Office of the Judge of Probate of Lauderdale County, Alabama for the purpose of giving full force and effect to the Restrictions.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on the 8th day of March, 2017.

CB&S BANK

By: [Signature]
Its: Senior VP

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned Notary Public in and for said county and state, hereby certify that Scott Lovelace, as Senior Vice President of CB&S BANK, whose name 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 Officer, and with full authority, executed the same voluntarily for and as the act of said CB&S BANK.

Given under my hand and official seal this the 8th day of March, 2017.

[Signature]
Notary Public
My Commission Expires: _____

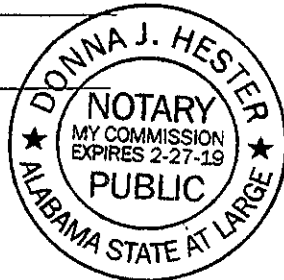


EXHIBIT "A"

EXHIBIT "A"

LEGAL DESCRIPTION

All that certain tract or parcel of land lying and being in Lauderdale County, Alabama, known and designated as PINE RIDGE SUBDIVISION, according to the plat thereof as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 7, Pages 320 and 321.

EXHIBIT "B"

CONSTRUCTION DESIGN AND
CRITERIA GUIDELINES/ARCHITECTURAL GUIDELINES**Section 1**
Site Plan

Location of water and sewer connections shall be verified by contractor, prior to commencement of construction.

Blending of the proposed Residence with the grade, including additions, elevated patios, decks and other architectural or landscaping features, will be elevated so to not block the views of adjoining Owners. Site plans must take into consideration storm water drainage and ensure that the designed or natural drainage, along the roadway to the nearest storm drain or to the lake, is not obstructed. Drainage on to neighboring residential lots is prohibited. Buried drainage pipes will be approved where appropriate and the ARC will direct the installation of drainage pipes from front to rear of the lot where necessary. Each architect/Owner submitting drawing and plans for such work shall show plans to control water or soil runoff onto adjacent properties and/or the street. Plans should also show the run off patterns of water from the house and lot to prevent flow onto adjacent properties and collection in the roadway.

Building set-backs are set by Lauderdale County and must be followed, accordingly.

Foundations shall be approved on a neighborhood by neighborhood basis by the ARC.

Section 2
Overall Design, Exterior Material and Color

Differing architectural styles are not only appropriate, but also encouraged, in Pine Ridge. For this reason, repeated construction of homes of the same or similar appearance or design is not desirable, within the same phase of one neighborhood. Generally, the home design should not conflict with adjoining homes or be inappropriate to the lot.

With today's technology we can build just about anything, any way, but we still must respect material attribute. Brick or stone veneer walls should look like solid masonry walls. Always bring brick to the ground, never cantilever masonry, and never support brick with wood. Chimneys should be brick or stone and go to the ground; never cantilevered. Also, never change exterior veneers on an outside corner wall.

High quality materials should always be used. Sturdy materials, which weather well will help preserve the value of the home, as well as the integrity of the Community. Walls should appear as solid as possible and roofs should have a dimensional surface to create a more substantial feel.

Homes should be raised off the ground; there are very few homes that don't look better raised off the ground by a few feet.

Screen the modern Conveniences. Screen the meters and condensers and move the roof penetrations to the rear slopes of the roof. Any/All roof penetrations must be painted to match the roof color.

Follow a style. Fences, walls, additions, decks should be built in the same style as the home. Any extras should be an extension of the home. Decks and fences should never be left unpainted or stained.

Materials:

Authentic architecture must be finished with all natural materials. No synthetic products, such as vinyl siding will be permitted on the exterior of homes with the exception of vinyl shakes for dormers and/or gables.

<u>Exterior Veneer</u>	<u>Shingles</u>	<u>Exterior Doors</u>	<u>Windows</u>
Brick	Architectural Shingles	Wood	Windows should
Stone	Slate	Decorative	be single or double
Wood Lap siding	Tile	Raised Panel	hung. Casement
Cast Plank	Cedar Shake	Fiberglass	is also allowed,
Stucco	Metal		depending on
			style. Wood or
			Wood clad and
			Vinyl clad are
			allowed.

All other materials are subject to ARC approval

Roof pitches

The main body of all dwellings shall have a roof pitch of 8/12 or greater.

Garages

No front entry garages will be permitted, except in the patio home neighborhood. Detached garages are permitted. If a detached garage is behind the rear corner of the home and has a decorative garage door, it may face the front of the lot. All detached garages must be shown on original plot plan and approved, prior to commencement of construction, by the ARC.

Decks/Gazebos/Fencing

All decks, gazebos, walls and fencing should be considered an extension of the architecture of the Residence. They should serve to make a transition between the mass of the architecture and the natural forms of the site. All walls and fences should be designed to be compatible with the total surrounding environment and should not block natural views.

All fences must conform to the Pine Ridge Fencing Plan. This plan designates the location, design and minimum fencing requirements for individual home sites. This plan may restrict or prohibit certain fence or wall treatments desired by Owners. The purpose of the plan is to create continuity within the Community as viewed from the lakes, roads, open space areas and natural areas. This plan should be consulted prior to starting any design work. All walls and fences must be approved, in writing, by the ARC, prior to installation.

Fencing visible from the street should tie into the Residence at or behind the rear elevation. Consequently, there should be no fences or walls located within the front or side yard setback area. This also applies to courtyard treatments and privacy walls for security. Certain neighborhoods within the Pine Ridge Community have been preapproved for variations on this rule, in order to complete the theme of that particular neighborhood. This does not constitute approval for any other home site in Pine Ridge. Chain link or other similar metal wire fences will not be approved.

All wood fencing must be 6 foot, pretreated and pre stained with "cedar" stain. Painted fences are allowed with prior approval by the ARC, and must be well-maintained at all times.

No portion of a fence or wall, including its footings, support columns, and adornments, shall extend beyond platted property lines of the lot on which the fence or wall is built and it shall be the responsibility of the Owner building the fence or wall to establish the location of those platted property lines by survey or other acceptable methods.

Driveways/Sidewalks

The locations of all driveways shall be compatible with the design of the house and the configuration of the lot, as well as provide access to the street without creating a traffic hazard. Extensions of driveways between the front property line and the edge of the road pavement shall be contained within the area bounded by the extensions on the side lot lines to the pavement edges. Approved driveway materials include plain or exposed aggregate concrete, stamped concrete or brick. Tile, painted, loose gravel or asphalt driveways will not be permitted.

Construction of driveways shall be accomplished in conjunction with the house construction, and must be shown on the site plan submitted with plans for approval. Driveways added later shall match the existing driveway in material, color and texture.

During construction of the home, beginning with the footer stage, up until the time the permanent driveway is installed, a gravel driveway must be in place.

Hot Tubs and Swimming Pools

Outdoor swimming pools and hot tubs are permitted, but must be approved by the ARC. Swimming pools are required to comply with any Lauderdale County regulations.

Hot tubs are permitted on lake lots with written approval from the ARC prior to installation. All hot tubs are to be screened from view of the Common Property.

Outdoor swimming pools and hot tubs are not subject to the building set-backs; they are to be installed at ground or deck level. No above ground pools will be permitted. Hot tubs, if above grade, are to be shielded from public view by privacy fencing or walls, which shall conform to the requirements of the ARC.

Pumps, filters and heating equipment shall be screened from view from adjoining lots and roads. Screening shall be in the form of fencing, walls or landscaping sufficient to provide visual shielding.

All excess material from the pool excavation, excess gunite or other materials that cannot be utilized, shall be removed and properly disposed of outside of the Pine Ridge Community, not on any vacant lot.

Play Equipment

Play equipment must be approved by the ARC, prior to installation. It must be made of wood construction and professionally built.

Play equipment must be in the rear yard.

Screened Enclosures

Porches that are integral to the basic house and roofed may be screened. As such, they must conform to the set-back requirements as set forth by Lauderdale County.

Landscaping and Irrigation

Although landscaping expresses one's interest and taste, proper design requires much thought. Landscaping should strive for distinct and unique expressions while maintaining harmony with the neighborhood. The well landscaped and maintained overall appearance of Pine Ridge properties will be a guide for reviewing proposed landscaping.

All landscaping must be approved by the ARC, no later than 14 days prior to installation. The approval process for submitting landscape plans will follow those for home plans.

All landscaping must be in place no later than 7 days from the receipt of the home's Certificate of Occupancy.

When requirements of this rule are not followed, fines will be levied as follows:

- a.) When work has begun without approval by the ARC, immediate notification will be given advising the Owner of the non-compliance, requesting immediate cessation of work and submission of all plans within 7 days. A fine of \$50.00 per day will apply for each day in excess of 7 days elapsing before plans are received in the development office.

- b.) When work has been completed without ARC approval, and is not in compliance with this rule, the Owner will be notified by the ARC to bring the project into compliance. A fine of \$50.00 per day, after 7 days, will be assessed until the project is in compliance.

General Landscape Requirements

All yards shall be landscaped pursuant to landscape and irrigation plans reviewed and approved by the ARC. When designing your landscape plan, considerations should be given to pedestrian safety along the road edges when contemplating the use of landscaping timbers, pavers or the like. Consideration should also be given to vehicular lines of sight when placing trees and shrubs close to the street.

All grassed areas shall be solid-sodded with sod approved by the ARC.

All lots shall be provided with an effective and automatic, underground irrigation system.

RLPY 2017 38166
Recorded In Above Book and Page
08/29/2017 10:21:34 AM
Will Motlow
Probate Judge
Lauderdale County, AL

Recording Fee 53.00
TOTAL 53.00

ARTICLES OF INCORPORATION
OF
PINE RIDGE OWNERS'
ASSOCIATION, INC.,
an Alabama Nonprofit Corporation

Dated: March 30, 2017

This Instrument Prepared by:
W. Graham Burgess, Esq.
Lanier Ford Shaver & Payne P.C.
2101 West Clinton Avenue, Suite 102
Huntsville, Alabama 35805

**ARTICLES OF INCORPORATION
OF
PINE RIDGE OWNERS' ASSOCIATION, INC.,
AN ALABAMA NONPROFIT CORPORATION**

The undersigned Incorporator, desiring to form a corporation under the laws of the State of Alabama as a non-profit corporation, and pursuant to the provisions of the Alabama Nonprofit Act of 1984, as last amended (Sections 10-3A-1 through 10-3A-225 of the Alabama Code of 1975, as last amended) (herein referred to as the "Act"), hereby certifies as follows:

ARTICLE I

NAME

The name of the corporation shall be: PINE RIDGE OWNERS' ASSOCIATION, INC. (herein referred to as the "Association").

ARTICLE II

PERIOD OF DURATION

The period of duration of the Association shall be perpetual.

ARTICLE III

PURPOSES

The purposes for which the Association is formed are to (a) provide an entity for the management, care, maintenance, repair and insurance of, the Common Area of Pine Ridge Subdivision, as established by the Plat of Pine Ridge Subdivision, filed for record on March 6, 2017 in PLATS Book 7 at Page 320-321 in the Probate Records of Lauderdale County, Alabama and such additional property as may be subjected to the Declaration (as defined in the Bylaws) by Supplementary Declaration from time to time (herein referred to collectively as the "Subdivision"); (b) for establishing the reasons for and the means and methods of collecting the contributions or Assessments for Association Expenses; (c) for enforcement of the provisions of these Articles of Incorporation and the Bylaws; and (d) for such other purposes as the Board may determine, and as provided for by the Act.

Unless otherwise expressly stated, all words, terms and phrases, as used herein, shall have the same definitions as attributed to them in the Bylaws of the Association (herein referred to as the "Bylaws"), as now constituted and as may be amended hereafter, and which are attached hereto as Exhibit "A", by this reference incorporated herein, and made a part hereof.

ARTICLE IV

POWERS

As a means of accomplishing the foregoing purposes, the Association shall have the following powers:

A. The Association shall have all of the powers now conferred or which may be hereafter conferred on a nonprofit corporation under the laws of the State of Alabama.

B. The Association shall have all of the powers and duties set forth in the Act except as limited by these Articles and the Bylaws, and all of the powers necessary to carry out its powers, and to enforce the Bylaws, as they may be amended from time to time, including, but not limited to, the following:

1. To enforce by legal means the provisions of the Act, these Articles, and the Bylaws.

2. To retain legal counsel.

3. To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Alabama with regard to maintenance of records.

4. To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.

5. To employ all personnel necessary to perform the services required to properly exercise the rights, powers, duties and functions of the Association.

6. To exercise any and all common law and statutory powers, although not specifically recited herein, of a nonprofit corporation, and of an association within the meaning of the Act, reasonably necessary or convenient to carry out and perform the purposes for which the Association is organized and its enumerated powers.

7. To do such acts as may be required to comply with the provisions of the Internal Revenue Code of 1986, as amended, and applicable Revenue Rulings, and other Federal and State statutes, providing for an exemption from Federal and State income taxes of income of homeowner's associations, if any.

8. To designate those expenses which shall constitute the Association Expenses of the Common Area of the Subdivision, other than those expenses declared as Association Expenses under the Bylaws.

9. To estimate the amount of the annual budget and to make and collect Assessments against Owners in the Subdivision as set forth in the Bylaws.

10. To use the proceeds of Assessments in the exercise of its powers and duties.

11. To make and amend reasonable Rules and Regulations respecting the Common Area of the Subdivision.

C. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held for the benefit of the members of the Association in accordance with the provisions of the Act, these Articles, and the Bylaws.

D. No contract or other transaction between the Association and any of its Directors or Officers, or between the Association and any person, corporation, partnership, firm or association in which any Directors or Officers of the Association are directors or officers or are otherwise pecuniarily interested, is prohibited if the common interest is disclosed or known to the Board. Any common or interested Director may be counted in determining the presence of a quorum at any meeting of the Board, and any common or interested Director or Officer may vote to authorize any contract or transaction.

E. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Act, these Articles, and the Bylaws.

ARTICLE V

MEMBERS

5.01. Qualifications. The members of the Association shall consist only of all of the record owners of Residences shown on the Plat of the Subdivision (said record owners being herein referred to, separately and severally, and collectively, as the "Owner" and/or "Owners") (said Residences being herein referred to, separately and severally, and collectively, as the "Residence" and/or "Residences"), which Owners are required to be members of the Association as a condition of their ownership of their respective Residences.

5.02. Change of Membership. Change of membership in the Association shall be established by the recording in the Office of the Judge of Probate of Lauderdale County, Alabama, of a deed or other instrument conveying a record title to a Residence in the Subdivision, and the delivery to the Secretary/Treasurer of the Association of a certified copy of such deed or other instrument, the Owner designated by such instrument thereby becoming a member of the Association. The membership of the prior Owner shall be terminated thereby.

5.03. Voting Rights. Where, in any provision of these Articles or the Bylaws, a vote of Owners is required or permitted, each Owner shall be entitled to cast one vote for each lot owned by him at all meetings of the Association. If more than one person or entity jointly own a Residence, such persons or entities shall only have one (1) vote per lot which they jointly own, and such vote shall be exercised as provided in the Bylaws. The manner of exercising voting rights shall be determined by the Bylaws.

5.04. Approval or Disapproval by Owners. Whenever the approval or disapproval of an Owner is required upon any matter, whether or not the subject of an Association meeting, such approval or disapproval shall be expressed by the same person who would cast the vote of such Owner at an Association meeting.

5.05. Restraint upon Assignment of Shares in Assets. The share of an Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to such Owner's Residence.

ARTICLE VI

REGISTERED OFFICE AND AGENT

The location and mailing address of the Association's initial registered office, and the name of the Association's initial registered agent at such address, are:

Name	Address
Mark A. McIntyre	200 Freeman Drive Rogersville, Alabama 35652

ARTICLE VII

BOARD OF DIRECTORS

7.01. Number. All corporate powers of the Association shall be exercised by or under authority of, and the business and affairs of the Association shall be managed and conducted by and under the direction of, the Board of Directors (herein, the "Board" and/or the "Directors"). The exact number of Directors on the Board may from time to time be provided for by the Bylaws.

7.02. Initial Members of the Board. The number of Directors constituting the initial Board shall be three (3). The names and addresses of the initial Directors are as follows:

	Name	Address
Place 1:	Mark A. McIntyre	200 Freeman Drive Rogersville, AL 35652
Place 2:	Braden Preston	5645 Highway 72 West Athens, AL 35611
Place 3:	Marty Gray	472 County Road 113 Rogersville, AL 35652

The initial Directors of the Board shall serve until such time designated in the Bylaws.

7.03. Successors. At the expiration of the term of each initial Director, as stated in the Bylaws. His successor shall be elected by the Owners to serve for a term set out in the Bylaws.

7.04 Election. Directors of the Association shall be elected at the annual meeting of the Owners in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws. The first annual meeting of the Board shall be held as provided in the Bylaws.

7.05. Removal. Subject to the terms of Article VI of the Bylaws, any Director may be removed, either with or without cause, by an affirmative vote of two-thirds (2/3rds) of the votes eligible to be cast by the Owners in person or by proxy at a meeting of Owners duly held for such purpose.

Any Director whose removal has been proposed by the Owners shall be given at least ten (10) days' prior written notice of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

ARTICLE VIII
INCORPORATOR

The name and address of the incorporator of the Association is as follows:

Name	Address
Mark A. McIntyre	200 Freeman Drive Rogersville, Alabama 35652

ARTICLE IX
OFFICERS

The officers of the Association shall consist of a President, a Vice-President, and a Secretary/Treasurer and such other officers and assistant officers as may be deemed necessary by the Board (herein referred to as the "Officers"), each of whom shall be elected or appointed at such time and in such manner and for such terms as may be prescribed in the Bylaws. The names of the Officers who are to serve until the first election are:

	Name	Office
1.	Mark A. McIntyre	President
2.	Braden Preston	Vice President
3.	Marty Gray	Secretary/Treasurer

ARTICLE X
INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities by reason of his being or having been a Director or Officer of the Association, at the time such expenses and liabilities are incurred, as provided under the Bylaws.

ARTICLE XI
BYLAWS

The initial Bylaws of the Association shall be in the form as attached hereto as Exhibit "A," by this reference incorporated herein, and made a part hereof. The procedure for amending the Bylaws shall be as provided for in the Bylaws.

DATED this the 30 day of March, 2017.

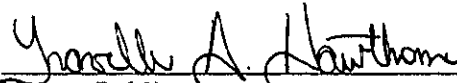


Incorporator

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that MARK A. McINTYRE, whose name as Incorporator is signed to the foregoing Articles of Incorporation of Pine Ridge Owners' Association, Inc., and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Articles of Incorporation of Pine Ridge Owners' Association, Inc., he, as Incorporator, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 30th day of March, 2017.



Notary Public

My Commission Expires: _____

My Commission Expires 06/15/2020

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Pine Ridge Owners' Association, Inc.

This name reservation is for the exclusive use of W. Ty Stafford, P O Box 2087, Huntsville, AL 35804 for a period of one year beginning March 10, 2017 and expiring March 10, 2018

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.



RES752428

March 10, 2017

Date

John H. Merrill

Secretary of State

EXHIBIT "A"
TO
ARTICLES OF INCORPORATION OF
PINE RIDGE OWNERS' ASSOCIATION, INC.,
AN ALABAMA NON-PROFIT CORPORATION

BYLAWS
OF
PINE RIDGE OWNERS' ASSOCIATION, INC.

ARTICLE I
APPLICABILITY, PURPOSE AND BINDING EFFECT

1.01. Applicability and Purpose. These Bylaws of Pine Ridge Owners' Association, Inc. (herein referred to as the "Bylaws"), promulgated pursuant to the Alabama Nonprofit Act of 1984, as last amended (Sections 10-3A-1 through 10-3A-225 of the *Code of Alabama* of 1975, as last amended) (herein referred to as the "Act"), are for the purpose of self-governance of Pine Ridge Owners' Association, Inc., an Alabama nonprofit corporation (herein referred to as the "Association") as the entity responsible for the management, care, maintenance, repair and insurance of, the common area (herein referred to as the "Common Area") of Pine Ridge Subdivision heretofore or hereafter respectively established by:

- A. The Articles of Incorporation of Pine Ridge Owners' Association, Inc., dated March 30, 2017, filed for record August 29, 2017, and recorded in RLPY 2017 38174-38195 in the Office of the Judge of Probate of Lauderdale County, Alabama (herein referred to as the "Articles of Incorporation"); and
- B. The Plat of Pine Ridge Subdivision filed for record March 6, 2017, and recorded in PLATS Book 7 at Page 320 - 321 in the Probate Records of Lauderdale County, Alabama (herein referred to as the "Plat"); and
- C. All additional property subjected to the Declaration (as defined herein) by Supplementary Declarations filed by the Developer from time to time;

all in the Office of the Judge of Probate of Lauderdale County, Alabama, and are applicable for the following purposes of the Association:

- A. To provide an entity responsible for the management, care, maintenance, repair and insurance of, the Common Area of the Subdivision as established by the Plat;
- B. For establishing the reasons for and the means and methods of collecting the contributions or Assessments (whether General, Special or Specific) for Association Expenses;

- C. For enforcement of the provisions of the Articles of Incorporation of the Association and these Bylaws; and
- D. For such other purposes as the Board may determine and as provided for by the Act.

Except as to those matters which the Act specifically require to be performed by the vote of the members of the Association, the administration of the Association shall be performed by the Board as more particularly set forth herein.

All present and future Owners, tenants and occupants of the Residences, as well as the holders of all mortgages and liens thereon, shall be subject to, and shall comply with, the provisions of the Articles of Incorporation, and these Bylaws, as they may be amended from time to time.

The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of, or the taking of a mortgage or any other lien on, any Residence shall constitute an agreement that the provisions of these Bylaws and the Articles of Incorporation, as they may be amended from time to time, are accepted and ratified by such Owner, tenant and occupant, or holder of a mortgage or lien, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any such Owner, tenant and occupant, mortgagee or lien holder, as if such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, or mortgage or lien thereon.

ARTICLE II DEFINITIONS

Any phrases, terms or words which are used herein shall have the same definitions attributed to them in the Articles of Incorporation and in the Act. In addition thereto, unless the context otherwise requires, the following phrases, terms or words as used herein are defined as follows:

2.01. "Act" shall mean the Alabama Nonprofit Act of 1984, as last amended (Section 10-3A-1 through 10-3A-225 of the Alabama Code of 1975, as last amended).

2.02. "Articles of Incorporation" means the articles of incorporation of the Association, as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, and any subsequent amendments thereto.

2.03. "Assessments" means, individually and collectively, General Assessments, Special Assessments and Specific Assessments.

2.04. "Association" means Pine Ridge Owners' Association, Inc., an Alabama nonprofit corporation, its successors and assigns.

2.05. "Association Expenses" include the expenses arising out of ownership of Common Area for which the Owners are liable to the Association in accordance with the Articles of Incorporation and these Bylaws, actual or estimated.

2.06. "Board" means the Board of Directors of the Association.

2.07. "Bylaws" means these duly adopted Bylaws of the Association, and any subsequent amendments thereto.

2.08. "Common Area" means the part or parts of the Subdivision, as such Subdivision may be re-subdivided from time to time, as set forth in the Declaration of Protective Covenants and Restrictions for Pine Ridge Subdivision, and as depicted on the Plat of the Subdivision, and shall include all parts of the Subdivision not included within the boundaries of any Residence except for streets and rights-of-way dedicated to the public. The Common Area shall include the part or parts of all future subdivisions subjected to the Declaration which are not included within the boundaries of any Residence.

2.09. "Common Surplus" means the excess of all receipts of the Association arising out of Assessments against the Residences for the Common Area over the amount of Association Expenses.

2.10. "Declaration" means the Declaration of Protective Covenants for Pine Ridge, as such may be amended from time to time, and recorded with the Probate Court of Lauderdale County, Alabama, recorded on March 8, 2017 in RLPY 2017 Page 9589 et. seq.

2.11. "Developer" means Preston Land Development, LLC, an Alabama limited liability company, and Second Creek Farm, LLC, an Alabama limited liability company.

2.12. "Director" means a member of the Board.

2.13. "Majority" shall mean those votes totaling fifty-one percent (51%) or more of the total number of eligible votes. Unless otherwise specifically stated, the words "Majority Vote" mean fifty-one percent (51%) or more of those voting in person or by proxy. Unless otherwise provided in the Articles of Incorporation, or in these Bylaws, all decisions shall be by a Majority Vote.

2.14. "Member" means a member of the Association, that is to say, an Owner. Membership in the Association shall be limited to, and is required of, those persons who hold and own a record title fee simple ownership interest in any Residence, but does not include a holder of a Mortgage or other lien on a Residence, and does not include a lessee or tenant of a Residence.

2.15. "Mortgage" shall refer to any mortgage, deed to secure debt, deed of trust, or other instrument given for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance for such purpose of fee title to a Residence or Residences.

2.16. "Officers" shall mean those individuals named in the Articles of Incorporation and thereafter those individuals who are elected by the Board to serve the Association as President, Vice President, Secretary/Treasurer, or such other officers as the Board may, from time to time, determine are necessary, as provided for in Article VII hereof.

2.17. "Owner" means a record title holder of a fee-type ownership interest in a Residence, but does not include a holder of a Mortgage or other lien on the Residence, and does not include a lessee or tenant of a Residence. Owners are required to be members of the Association as a condition of their ownership of their respective Residence or Residences.

2.18. "Person" means any individual, corporation, partnership, association, trustee, fiduciary or other legal entity.

2.19. "Plat" means the plat of the Subdivision, filed for record on March 6, 2017, in PLATS Book 7, Pages 320 - 321 in the Probate Records of Lauderdale County, Alabama, Alabama.

2.20. "Residence" means each portion of the Subdivision intended for fee simple ownership for single-family residential purposes as designated and shown on the Plat.

2.21. "Rules and Regulations" means such rules and regulations of the Subdivision as may be adopted by the Board.

2.22. "Subdivision" means "Pine Ridge" according to the Plat of the Subdivision, filed for record on March 6, 2017, in PLATS Book 7, Pages 320 - 321 in the Probate Records of Lauderdale County, Alabama, and all additional real property subjected to the Declaration by supplementary declarations.

2.23. Other Terms. Terms not otherwise defined herein shall have their natural meanings, or the meanings given in the Articles of Incorporation or in the Act.

ARTICLE III MEMBERSHIP

3.01. Qualifications. An Owner shall automatically become, and is required to become, a Member of the Association upon taking title to his Residence and shall remain a Member for his entire period of ownership, as may be more fully provided below. If title to a Residence is held by more than one person, the membership shall be limited to one who shall exercise voting rights for such Residence as provided for in Article IV of these Bylaws. Membership does not include persons who hold an interest merely as security for the performance of an obligation such as a Mortgage, and the giving of a security interest or a Mortgage shall not terminate the Owner's membership. Membership shall be appurtenant to the Residence to which it appertains and shall be transferred automatically by conveyance of that Residence.

3.02. Change of Membership. Change of membership in the Association shall be established by the recording in the Office of the Judge of Probate of Lauderdale County, Alabama, of a deed or other instrument conveying a record title to a Residence in the Subdivision, and the delivery to the Secretary/Treasurer of the Association of a certified copy of such deed or other instrument, the Owner designated by such instrument thereby becoming a Member of the Association. The membership of the prior Owner shall be terminated thereby.

ARTICLE IV VOTING

4.01. Voting Rights. The votes for a Residence shall be cast by the Owner, or by his proxy designated in the manner herein provided for. The number of votes to which an Owner is entitled is provided in the Articles of Incorporation and in these Bylaws.

4.02. Designation of Voting Representative and Eligibility to Vote. In the event a Residence is owned by one (1) person, an Owner's right to vote shall be established by the record title to such Owner's Residence. If a Residence is owned by more than one (1) person, the person entitled to cast the vote for the Residence shall be designated by a certificate of appointment signed by all of the record owners of the Residence and filed with the Secretary/Treasurer of the Association. If a Residence is owned by a corporation, partnership, trust or other legal entity, the officer or agent thereof entitled to cast the vote for the Residence shall be designated by a certificate of appointment signed by the duly authorized representative of the board of directors or other governing body of such entity and filed with the Secretary/Treasurer of the Association. If such a certificate is not filed with the Secretary/Treasurer of the Association for a Residence owned by more than one (1) person, or by a corporation, partnership, trust or other legal entity, the membership, or vote of the Owner concerned, shall not be considered in determining the requirement for a quorum nor for any purpose requiring the approval of the person entitled to cast the vote for the Residence. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Residence concerned is effected. A certificate designating the person entitled to cast the vote of a Residence may be revoked by any owner thereof.

4.03. Voting in Person or by Proxy. An Owner may vote in person or by a dated proxy executed in writing by the Owner or his duly authorized attorney-in-fact. No proxy shall be valid except for the particular meeting designated therein, and no proxy shall be honored unless filed with the Secretary/Treasurer of the Association before the appointed time of the meeting. Except as provided by applicable law, no proxy may be revoked except by written notice delivered to the Secretary/Treasurer of the Association. No person other than the Owner shall act as proxy for more than one (1) Residence in addition to his own Residence.

ARTICLE V MEETINGS OF MEMBERSHIP

5.01. Annual Meetings. Within one hundred twenty (120) days after the date that the Developer no longer owns any Lots in the Subdivision, the Owners shall call and hold the first

Owners' meeting. Thereafter, annual meetings shall be held within ninety (90) days after the end of each fiscal year at a day and at a time determined by the Board. Subject to the terms of Article VI, the annual meeting shall be held for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Owners.

5.02. Special Meetings. Special meetings of the Owners may be called by the Board or the President, for any purpose or purposes, and shall be called by the Secretary/Treasurer at the request, in writing, of fifty-one percent (51%) or more of the Owners. Business transacted at all special meetings shall be confined to the object(s) stated in the notice thereof.

5.03. Notice of Meetings. Notice of all Owners' meetings stating the place, day, hour and purpose for which the meeting is called shall be personally delivered or mailed by the Secretary/Treasurer to each Owner at his Residence not less than ten (10) nor more than fifty (50) days prior to the date of such meeting. The mode of giving of such notice shall be governed by the provisions of Section 14.04 of these Bylaws.

5.04. Waiver of Notice. Waiver of notice of any meeting by an Owner made in writing before or at the meeting shall be deemed the equivalent of proper notice. Attendance at a meeting by an Owner, whether in person or by proxy, shall be deemed a waiver of notice of the meeting by such Owner, unless such Owner specifically objects to the form of notice at the time the meeting is called to order. Attendance at a Special Meeting shall also be deemed a waiver of notice of all business transacted thereat unless objection to the form of notice is raised before the purpose for which the meeting is called is put to a vote.

5.05. Quorum. Owners holding more than fifty-one percent (51%) of the votes entitled to be cast represented in person or by proxy shall constitute a quorum at all meetings of the Owners.

5.06. Vote Required to Transact Business. When a quorum is present at any meeting, the vote of a majority of the votes cast shall be necessary for the adoption of any matter voted upon by the Owners unless the question is one upon which, by express provision of the Act, the Articles of Incorporation, or these Bylaws, a different number is required, in which case the express provision shall govern and control the decision in question.

5.07. Adjourned Meetings. If any meeting of the Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum is present. At such adjourned meeting at which a quorum shall later be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

5.08. The Order of Business. The order of business at annual Owners' meetings shall be:

A. Call to order;

- B. Calling of the roll and certifying of proxies;
- C. Proof of notice of meeting or waiver of notice;
- D. Reading and disposal of any unapproved minutes;
- E. Reports of officers;
- F. Reports of committees;
- G. Election of Directors;
- H. Unfinished business;
- I. New business; and
- J. Adjournment.

5.09. Place of Meeting. Meetings of the Owners shall be held at the Subdivision or at such other suitable place convenient to the Owners as may be designated by the Board in the notice thereof.

5.10. Unanimous Consent. Any action which may be taken by a vote of the Owners may be taken without a meeting if a waiver of notice and a consent, in writing, setting forth the action so taken, shall be signed by all of the Owners entitled to vote with respect to the subject matter thereof. Any such written waiver and consent, or a copy thereof, shall be filed with the minutes of the Association.

ARTICLE VI BOARD OF DIRECTORS

6.01. Initial Board of Directors; Number. The initial Board of Directors shall consist of three (3) members who shall be designated in the Articles of Incorporation. The number of Directors shall thereafter remain in number and consist of three (3) members. The Directors elected at the annual meeting of the Owners shall be elected to serve for a term of one (1) year. One-third (1/3) of the terms of the members of the Board elected by the Owners shall expire annually. In any event, however, and except as otherwise provided in these Bylaws, a Director shall hold office for the term to which he is elected or appointed and until his successor shall have been elected or appointed and qualified.

6.02. Board while Developer Owns Residences. While the Developer owns any Residence in the Subdivision, the Developer shall have the right to appoint the Directors of the Board. Such Directors shall serve until removed by the Developer.

6.03. Board after Developer Sells All Interest in Residences. After the Developer sells all the Residences in the Subdivision, then the Association shall have a special meeting to elect a new Board of Directors (the "New Board").

6.04. Staggered Elections of Directors. At the First Annual Meeting of Owners following the election of the New Board, held pursuant to Section 5.01 of Article V of these Bylaws, the Director designated Place One in the Articles of Incorporation shall be replaced by a Director

elected by the Owners. At the Second Annual Meeting, the Director originally designated Place Two in the Articles of Incorporation shall be replaced by a Director elected by the Owners. At the Third Annual Meeting following the election of the New Board, the Director originally designated Place Three in the Articles of Incorporation shall be replaced by a Director elected by the Owners. At each Annual Meeting subsequent thereto, the Director whose term of office then expires shall be replaced by a Director elected by the Owners. The foregoing notwithstanding, the right of the Owners to elect Directors shall be subject to the right reserved to the Developer to designate the Directors so long as the Developer owns a Residence in the Subdivision.

6.05. Procedures fo Removal and Replacement of Directors after Developer Sells All Interest in Residences.

A. Removal. Any Director may be removed, either with or without cause, by an affirmative vote of two-thirds (2/3rds) of the votes eligible to be cast by Owners in person or by proxy at a meeting of Owners duly held for such purpose.

Any Director whose removal has been proposed by the Owners shall be given at least ten (10) days notice of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

B. Vacancy and Replacement. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors, though less than a quorum, at a Special Meeting of Directors duly called for this purpose, shall choose a successor or successors; provided, however, a Director removed by a vote of the Owners may be replaced only by a Director nominated and confirmed by a vote of the Owners. Any successor Director or Directors shall hold office for the unexpired term of his predecessor in office.

6.06. Regular Meetings. The Annual Meeting of the Board shall be held immediately prior to the Annual Meeting of the Owners, provided a quorum shall be present, or as soon thereafter as may be practicable. The Directors may, by resolution duly adopted, establish that regular monthly, quarter-annual or semi-annual meetings of the Board shall be required.

6.07. Special Meetings. Special meetings of the Board for any purpose may be called by the President or upon the written request of any two (2) Directors upon at least five (5) days notice to each Director.

6.08. Notice of Meetings. Except as provided in Section 6.05 of Article VI of these Bylaws, notice of all Directors' meetings shall state the place, day, hour and purpose for which the meeting is called, and shall be personally delivered or mailed by the Secretary/Treasurer to each Director not less than one (1) day nor more than ten (10) days prior to the date of such meeting. The mode of giving of such notice shall be governed by the provisions of Section 14.04 of these Bylaws.

6.09. Waiver of Notice. Any Director may at any time waive notice of any meeting of the Board in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. If all Directors are present at any meeting of the Board, no notice shall be required to conduct the meeting and any business may be transacted at such meeting.

6.10. Quorum and Vote Required to Transact Business. At all meetings of the Board, a majority of the Directors elected and then serving shall constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by the Articles of Incorporation, the Act, or these Bylaws. If all Directors are present at any meeting of the Board, no notice shall be required to conduct the meeting and any business may be transacted at such meeting.

If a quorum shall not be present in any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present.

If a quorum is present when the meeting is convened, the Directors present may continue to do business, taking action by a vote of a majority of those present, until adjournment, notwithstanding the withdrawal of enough Directors to leave less than a quorum present, or the refusal of any Director present to vote.

The President shall preside over all meetings of the Board and the Secretary/Treasurer shall keep a minute book, recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meeting. Roberts Rules of Order (latest edition) shall be the authority for the procedures to conduct the meetings of the Board when not in conflict with the Articles of Incorporation, the Act or these Bylaws.

6.11. Unanimous Consent. Any action which may be taken by the Board at a meeting may be taken without a meeting if a waiver of notice and a consent, in writing, setting forth the action so taken, shall be signed by all of the Directors. Any such written consent, or a copy thereof, shall be filed with the minutes of the Board.

6.12. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration and management of the affairs of the Association and of the Common Area of the Subdivision and may do all such acts and things except as by the Articles of Incorporation, the Act, these Bylaws or by other applicable law, may not be delegated to the Board by the Owners. The Board shall have the power to enforce obligations of the Owners and to do anything and everything necessary and proper for the sound management of the Association and of the Common Area of the Subdivision. The Board shall have the power to levy fines

against the Owners for violations of reasonable rules and regulations established by it to govern the conduct of the Owners. No fine may be levied for more than Fifty and No/100 Dollars (\$50.00) for any one violation but for each day a violation continues after written notice it shall be considered a separate violation. Collection of fines may be enforced against the Owner or Owners involved as if the fines were Association Expenses owed by the particular Owner or Owners.

In addition to the duties imposed by these Bylaws or by any resolution of the Association hereafter adopted, the Board shall have the power to do and shall be responsible for, the following, in way of explanation, but not limitation:

- A. Authorizing the opening of bank accounts on behalf of the Association and designating the signatories required.
- B. Enforcing, by legal means, the provisions of the Articles of Incorporation and these Bylaws.
- C. Authorizing books and records to be kept with detailed accounts of the receipts and expenditures affecting the Association and its administration. The said books and records shall be available for examination by the Owners, as provided in the Act. All books and records shall be kept in accordance with generally accepted accounting practices.
- D. Preparation and adoption of an annual budget, in which there shall be established the assessment or contribution of each Owner to the Association Expenses.
- E. Making General, Special or Specific Assessments to defray the cost of the Association Expenses, establishing the means and methods of collecting such Assessments, and establishing the period for the installment payments of any such Assessment. Unless otherwise determined by the Board the General Assessment against the proportionate share of the Association Expenses shall be payable in equal monthly installments, with each installment to be due and payable on or before the fifteenth (15th) day of the month next following the month when made.
- F. Providing for the management, care, maintenance, repair and insurance of the Common Area of the Subdivision, and for the purchase, maintenance and repair of street lamps and component parts for use in the Subdivision as required by the County of Lauderdale, Alabama.
- G. Designating, hiring and dismissing the personnel necessary for the management and operation of the Association and for the management, care, maintenance, repair and insurance of the Common Area of the Subdivision 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.

H. Authorizing the collection of Assessments, depositing the proceeds thereof in a bank depository which it shall approve, and authorizing the use of the proceeds to administer the affairs of the Association.

I. Instituting legal proceedings on behalf of or against the Owners concerning the Association.

J. Altering, amending or repealing these Bylaws.

6.13. Compensation. No Director shall be compensated for his services as such. This provision shall not prohibit a Director from receiving compensation as an employee of the Association, nor preclude the contracting with a Director, or with any firm or corporation in which a Director may own an interest, for the management of the Common Area of the Subdivision for which such Director or Directors may receive compensation.

6.14. Liability of the Board of Directors. The members of the Board shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual act or omission, which gives rise to a cause of action, amounts to willful or wanton misconduct or fraud, or gross negligence, and except for any personal injury to or death of another person or property damage arising out of an accident inflicted by that Director while acting within the line and scope of said Director's duties. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Common Area of the Subdivision. It is understood and permissible for the Board, whether Owners or employed by the Developer, to contract with the Developer or any affiliated firms or corporations, without fear of being charged with self-dealing.

ARTICLE VII OFFICERS

7.01. Designation. The principal Officers of the Association shall be the President, the Vice President, and the Secretary/Treasurer. The President and Secretary/Treasurer shall be elected by and from the Board. The Vice President shall be elected by the Board, but may be either a Board or a Member. The Board may appoint such other subordinate officers as in its judgment may be necessary. Such subordinate officers shall not be required to be members of the Board. No person may hold more than one office.

7.02. Election of Officers. The Officers of the Association shall be elected annually by the Board at the meeting of the Board held immediately prior to each annual meeting of the Owners, and shall hold office for the term to which they are elected or appointed and until their successors shall have been elected or appointed and qualified.

7.03. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Owners and of the Board. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Act.

7.04. Vice President. In the absence of the President, or in the event of his death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. He shall perform such other duties as from time to time may be assigned to him by the President or by the Board.

7.05. Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all meetings of the Owners and of the Board; shall see that all notices are duly given in accordance with the provisions of the Articles of Incorporation, these Bylaws, or as required by law; be custodian of the books and records of the Association; and keep a current list of Owners. The Secretary/Treasurer also shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association, in such banks, or other depositories, as shall be selected in accordance with the provisions of these Bylaws; be responsible for the preparation of the annual budget of the Association in accordance with the Board's directions; and, in general, perform all of the duties incident to the office of Secretary/Treasurer, and such other duties as from time to time may be assigned to him by the President or by the Board. If required by the Board, the Secretary/Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety, or sureties, as the Board may determine.

7.06. Powers. In addition, but not contradiction, to their powers set forth above, the respective Officers shall have the general powers usually vested in such officer of a nonprofit corporation; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any Officer as the Board may see fit; provided further, however, that all agreements, contracts, deeds, leases, promissory notes and other such legal instruments of the Association shall be executed by the President and the Secretary/Treasurer.

7.07. Term. Each Officer shall hold office for the term of one (1) year and until his successor shall have been elected or appointed and qualified.

7.08. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board, any Officer may be removed whenever, in the judgment of a majority of the Board, the best interests of the Association will be served thereby.

7.09. Resignations. Any Officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Association, unless some

other time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

7.10. Vacancies. If the office of the President, Vice President, or the Secretary/Treasurer, or one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the entire Board, may choose a successor or successors who shall hold office for the unexpired term of his predecessor in office.

7.11. Compensation. The Officers shall receive no compensation for their services.

7.12. Liability of Officers. The Officers shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual act or omission, which gives rise to a cause of action, amounts to willful or wanton misconduct or fraud, or gross negligence, and except for any personal injury to or death of another person or property damage arising out of an accident inflicted by that Officer while acting within the line and scope of said Officer's duties. It is intended that the Officers shall have no personal liability with respect to any contract made by them on behalf of the Common Area of the Subdivision. It is understood and permissible for the Officers, whether Owners or employed by the Developer, to contract with the Developer or any affiliated firms or corporations, without fear of being charged with self-dealing.

ARTICLE VIII ASSOCIATION RESPONSIBILITIES

8.01. Promulgation and Enforcement of Rules and Regulations. The Association is hereby granted the authority and power to promulgate and enforce such reasonable rules and regulations as are necessary for the efficient and sound operation of the Common Area of the Subdivision.

8.02. Liability and Indemnification of Officers and Directors. The Association shall indemnify every Officer and Director against any and all expenses or liabilities, including attorneys' fees, reasonably incurred by or imposed upon such Officer or Director in connection with any action, suit or other proceeding (including settlement of any such action, suit or proceeding, if approved by the Board) to which any such Officer or Director may be made a party by reason of being or having been an Officer or Director, whether or not such person is an Officer or Director at the time such expenses or liabilities are incurred. The Officers and Directors shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual act or omission, which gives rise to a cause of action, amounts to willful or wanton misconduct or fraud, or gross negligence, and except for any personal injury to or death of another person or property damage arising out of an accident inflicted by that Officer or Director while acting within the line and scope of said Officer's or Director's duties. The Officers and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Officers or Directors may also be members of the Association), and the Association shall indemnify and

forever hold each such Officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other right to which any Officer or Director, or former Officer of Director, may be entitled.

8.03. Maintenance of Accounting Records: The Association shall maintain accounting records in accordance with generally accepted accounting principles, open to inspection by Owners at reasonable times. Such records shall include:

- A. A record of all receipts and expenditures;
- B. An account for each Residence, setting forth any shares of Association Expenses or other charges due, the due dates thereof, the present balance due and any interest in Common Surplus; and
- C. Those records required to be maintained by Alabama Code §35-20-13.

8.04. Management, Etc. of Common Area: The Association shall be responsible for the management, care, maintenance, repair and insurance of the Common Area as provided in the Articles of Incorporation and these Bylaws.

ARTICLE IX ASSESSMENTS

9.01. Purpose of Assessment. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefits, and enjoyment of the Owners and Occupants in the Community, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

9.02 Type of Assessments. Each Owner of any Residence, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) General Assessments; (b) Special Assessments which are such assessments to be established and collected as hereinafter provided in this Article IX; and (c) Specific Assessments against any particular Residence and reasonable fines as may be imposed in accordance with the terms of the Declaration and Bylaws.

9.03 General Assessments. General Assessments may be established and levied by the Board at any time after the recording of the Declaration, provided; however that the initial General Assessments shall not be more than \$50.00 per Lot or Residence per calendar year, due on October 1 of each calendar year and payable in advance. The first year's General Assessment, if any, shall be prorated through October 1 of that calendar year.

9.04 Special Assessments. In addition to the General and Specific Assessments authorized herein, the Board may levy Special Assessments in any year. So long as the total amount of Special Assessments allocable to each Residence does not exceed the amount of the current General Assessment in any one (1) calendar year, the Board may impose the Special Assessment. Any Special Assessment which would cause the amount of Special Assessments allocable to any Residence to exceed this limitation shall be effective only if approved by a majority of the total Association vote entitled to vote thereon and with the consent of the Developer, so long as the Developer has an option unilaterally to subject additional property to the Declaration. Special Assessments shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which such Special Assessment is imposed.

9.05 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 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.

A. The Association Expenses which benefit less than all of the Residences may be specifically assessed equitably among all of the Residences which are benefitted according to the benefit received.

B. The Association Expenses which benefit all Residences, but which do not provide an equal benefit to all Residences, may be specifically assessed equitably among all Residences according to the benefit received.

9.06 Creation of Lien and Personal Obligation for Assessments. All Assessments, with a late charge as set forth in Section 9.11, costs, and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Residence against which each assessment is made unless such assessment is paid within thirty (30) days such assessment is due, which due date is set forth in Section 9.03, or as may be otherwise determined by the Board when Special or Specific Assessments are made pursuant to Section 9.04, and Section 9.05, respectively. Each such Assessment, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligations of the Person who was the Owner of such Residence at the time the assessment fell due. Each such Owner shall be personally liable for his or her portion of each assessment coming due while he or she is the Owner of a Residence, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgage holder taking title through foreclosure proceedings or deed in lieu of foreclosure.

General Assessments and other assessments, unless otherwise provided by the Board, shall be paid in annual, semi-annual, or quarterly installments as the Board determines.

9.07. Acceleration. If an Owner shall be in default in payment of an Assessment installment, including, but not limited to, the monthly installments based on the annual budget, the Board may accelerate the remaining installments upon ten (10) days' prior written notice to such Owner, whereupon the entire unpaid balance of the installments due for the annual budget shall become due and payable upon the date stated in such notice.

9.08. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessments which are not paid in full by the date specified by the Board, (the "Due Date"), shall be delinquent. Any Assessment delinquent shall incur a late charge of Five and No/100 Dollars (\$5.00), per day, or in such amount as the Board may from time to time determine. If the Assessment is not paid by the Due Date, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest on the principal amount due, and all late charges from the Due Date payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the Assessment remains unpaid after ninety (90) days, 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 and its agents the right and power to bring all actions against him or 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 Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting through the Board and on behalf of Owners, shall have the power to bid at any foreclosure sale or to acquire, hold, lease, mortgage, or convey foreclosed property. No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, by non-use of Common Area, or abandonment of such Owner's Residence. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under the Declaration or the Bylaws, 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 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.

9.09 Date of Commencement of Assessments. An Owner shall become subject to assessment hereunder at the time of purchase of a lot in the Subdivision and as set forth in Section 9.03. The first General Assessment shall be prorated according to the number of months remaining in the calendar year during which the Owner became subject to assessment.

9.10 Assessment Obligation of the Developer; Advance Payment. After the commencement of annual assessment payments as to any Residence, the Developer, on behalf of itself and its successors and assigns, covenants and agrees to pay the full amount of the Assessments provided herein for each existing Residence that it owns after two (2) years from the date of the first conveyance to an Owner. The Board is specifically authorized to enter into such advance payment contracts with the Developer or other entities as may be mutually agreed to for the payment of some portion of the Association Expenses; provided, however, the Veterans Administration shall be advised of and approve any form of such contract entered into between the Developer and Association if the Veterans Administration is guaranteeing any Mortgage in the Community. Such contract or contracts shall be for the benefits of and enforceable by the Association.

9.11 Exempt Property. The following property shall be exempt from Assessments:

(a) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, public parks, roads, rights-of-way, streets and easements; and

(b) all property owned by non-profit organizations and restricted for use as private schools or churches; provided, however, the availability of the exemption for such non-profit organizations is contingent upon prior approval by the Board.

9.12 Annual Budget. It shall be the duty of the Board to prepare an annual budget covering the estimated costs of operating the Association during the coming year, which may include a capital contribution or reserve. The Board shall cause the budget and the Assessments to be levied against each Residence for the following year to be delivered to each Owner at least thirty (30) days prior to the end of the current calendar year. The Board may not, without the consent of the Developer (so long as the Developer has an option unilaterally to subject additional property to the Declaration) and the vote or written assent of at least a Majority of the total Association vote entitled to vote thereon, impose a General Assessment per Residence which is more than one hundred twenty percent (120%) of the General Assessment for the immediately preceding fiscal year. In the event that the Board fails for any reason so to determine the annual budget for the succeeding year, then and until such time as an annual budget shall have been determined, as provided herein, the annual budget in effect for the current year shall continue for the succeeding year.

9.13 Waiver of Assessments. The Board reserves the right to waive any Assessment as may come due from an owner for special circumstances shown.

9.14 Notice of Meetings. Written notice of any meeting called for the purpose of taking any action authorized under this Article IX shall be sent to all Owners at least ten (10) days prior to the meeting. Upon the written request of any owner of a Mortgage on a Residence, it shall be

entitled to written notice of any such meeting and shall be permitted to designate a representative to attend and observe the meeting.

9.15. Annual Statements. Within ninety (90) days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Owner a statement for such year so ended, showing a summary of the receipts and expenditures and such other information as the Board may deem desirable. Any holder of a Mortgage on a Residence shall be entitled, upon written request, to obtain a copy of the financial statement for the immediately preceding fiscal year.

9.16. Accounts. The Board shall cause to be kept a separate account record for each Owner, showing the Assessments charged to and paid by such Owner, and the status of his account from time to time. Upon fifteen (15) days written notice to the Board, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid Assessments or other charges due and owing from such Owner.

9.17. Payment of Assessments. It shall be the duty of every Owner to pay his proportionate share of the Assessments assessed in the manner herein provided. If any Owner shall fail or refuse to make any such payments when due, the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in these Bylaws, or otherwise available at law or in equity, for the collection of all unpaid Assessments.

9.18. Records. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Assessments and Common Area, specifying and itemizing the expenses incurred. Such records and financial statements and vouchers authorizing the payments of such expenses, shall be available upon reasonable prior notice for examination by the Directors, Officers and Owners during normal business hours at the office of the Association.

ARTICLE X DEFAULT

10.1. Default in Payments. In the event an Owner does not pay any sums, charges or Assessments required to be paid to the Association within thirty (30) days from the due date, the Association, acting through the Board may foreclose the lien encumbering the Residence created by non-payment of the required moneys in the manner set forth in Alabama Code §35-20-12. The Association shall be entitled to the appointment of a receiver if it so requests. The Association shall have the right to bid in the Residence at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien but without waiving the same, the Association may, on its own behalf, bring suit to recover a money judgment for sums, charges or Assessments required to be paid to the Association.

If an action of foreclosure is brought against an Owner for the non-payment of moneys due the Association, and as a result thereof the interest of the said Owner in and to his Residence is sold, then, at the time of such sale, the Owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

If the Association becomes the owner of a Residence by reason of foreclosure, it shall offer said Residence for sale and at such time as a sale is consummated, it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the Residence, which shall include, but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the maintenance and insurance of the Residence in question. All moneys remaining after deducting the foregoing items of expense shall be returned to the persons, firms and/or entities legally entitled to the same. In the event any question exists as to entitlement to such monies, the Association may, but is not obligated to, interplead the same in an action filed in a court of competent jurisdiction, and in such interpleader action is entitled to recovery of its costs and expenses including a reasonable attorneys fee.

10.02. Violations. In the event of violation of the provisions of the Articles of Incorporation, the Declaration, and/or these Bylaws, as the same are now or may hereafter be constituted, the Association, on its own behalf, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents last hereinabove enumerated, and/or sue for damages, or take all such courses of action at the same time, or for such other legal or equitable remedy it may deem appropriate. Fines for such violations may be imposed by the Board of Directors after the Owner has been provided the opportunity to be heard and represented by counsel before the Board of Directors.

10.03. Costs and Attorneys' Fees. In an action either to foreclose its lien, to recover a money judgment, for injunctive relief brought by or on behalf of the Association against an Owner, or for remedy of violations as set forth in Section 10.02 of this Article X, the Association, in the event it is the prevailing party, shall be entitled to recover the costs of such proceedings and a reasonable attorney's fee, including those incurred on appeal, if any.

ARTICLE XI MORTGAGES

11.01. Notice to Association. An Owner who mortgages his Residence shall thereafter promptly notify the Secretary/Treasurer of the Association who shall maintain a record of such information.

11.02. Lender's Notices. Upon written request to the Association, identifying the name and address of such holder, insurer or guarantor and the Residence number or address, any Mortgage holder, (or insurer or guarantor thereof) of a Residence will be entitled to timely written notice of:

- A. Any condemnation or casualty loss that affects either a material portion of the Common Area of the Subdivision or the Residence securing its Mortgage;
- B. Any thirty (30) day delinquency in the payment of Assessments or charges owed by the Owner of any Residence on which it holds the Mortgage; and
- C. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

11.03. Examination of Books. The holder (or guarantor or insurer thereof) of a Mortgage on any Residence shall have the same right to examine the books and records of the Association afforded an Owner pursuant to these Bylaws.

ARTICLE XII USE AND OCCUPANCY RESTRICTIONS

The Residences in the Subdivision shall be used only for those uses and purposes set out in the Declaration, as may be amended from time to time.

ARTICLE XIII AMENDMENTS, ETC.

These Bylaws may be altered, amended or repealed by the Board.

ARTICLE XIV MISCELLANEOUS

14.01. Seal. The seal of the Association shall be circular in form and shall contain the name of the Association. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

14.02. Fiscal Year. The fiscal year of the Association shall be that period of twelve (12) months ending on the last day of December of each year.

14.03. Bank Accounts. The Board may, from time to time, by resolution authorize the maintenance of one or more deposit accounts by the Association. All checks, drafts, or other orders for the payment of money issued in the name of the Association shall be signed as provided for by the Board and these Bylaws.

14.04. Notices. Unless otherwise provided in these Bylaws, the Articles of Incorporation, the Act, or other applicable law, all notices, demands, bills, statements, or other communications provided for or required by these Bylaws, the Articles of Incorporation and/or the Declaration, to Owners, Directors or Officers, shall be in writing and shall be deemed to be sufficient and to have

been duly given if delivered personally or if sent by United States first class mail, postage prepaid, as follows:

A. If to an Owner, (i) at the address of his Residence or (ii) at the address which the Owner has designated in writing and filed with the Secretary/Treasurer; or

B. If to the Association, the Board, a Director, an Officer or the Manager or Managing Agent, at the principal office of the Association or the Manager or Managing Agent, if any, or at such other address as shall be designated in writing by the Association, the Board, a Director, an Officer, or the Manager, or Managing Agent, and filed with the Secretary/Treasurer, and such notice shall be deemed given on the day of such mailing, or such personal delivery to the recipient thereof.

14.05. Conflicts. These Bylaws are set forth to comply with the requirements of the Articles of Incorporation, and the Act. In case any provisions of these Bylaws conflict with the provisions of the Act, the Articles of Incorporation, or the Act, the provisions of the Articles of Incorporation, or the Act, as the case may be, shall control.

14.06. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Bylaws or the intent of any provision thereof.


ARTICLE XV CONSTRUCTION

Whenever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

These Bylaws are to be construed, controlled, enforced, governed and interpreted by the laws of the State of Alabama, without regard to principles concerning choice of law.

If, for any reason, any provision(s) or term(s) of these Bylaws should be declared null and void, or unconstitutional, by any final non-appealable order of any court of competent jurisdiction, the remainder of these Bylaws shall not be impaired and shall remain in full force and effect.

I, the undersigned, as Secretary/Treasurer of Pine Ridge Owners' Association, Inc., do hereby certify that the foregoing Bylaws were adopted as the Bylaws of Pine Ridge Owners' Association, Inc. at the first meeting of the Board of Directors of Pine Ridge Owners' Association, Inc., held on this 30 day of March, 2017.


Secretary/Treasurer of
Pine Ridge Owners' Association, Inc.