

STATE OF ALABAMA

LAUDERDALE COUNTY

015078

FICHE 357 FRAME 1

**PROTECTIVE COVENANTS
FOR
SADDLEBROOK SUBDIVISION COMMON AREAS**

SADDLEBROOK SUBDIVISION HOMEOWNERS ASSOCIATION, an Alabama

non-profit corporation, being the owner of the following described property:

Lots 1, 2, 3 and 4 in Saddlebrook Subdivision according to the plat thereof recorded in Plat Book 6, Page 108, in the Office of the Judge of Probate of Lauderdale County, Alabama

hereby imposes on the above property the following covenants and restrictions:

I. LAND USE

The property shall be used and maintained as a common area for the benefit of all the property owners in Saddlebrook Subdivision.

II. NO IMPROVEMENTS TO PROPERTY

No structure or improvement of any kind of a temporary or permanent nature shall be built on this property other than fences and recreation facilities to be used by the property owners in Saddlebrook Subdivision.

III. COMMON USE AREA

Each homeowner in the Saddlebrook Subdivision Homeowners Association has a right to use the land and facilities in the common area.

IV. NUISANCE

No noxious or offensive activity shall be carried on in the common area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

V. TERMS OF RESTRICTIONS

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

VI. VIOLATIONS

YATES,
MITCHELL,
BERHAUER
& WINBORN
FIRST FEDERAL
BUILDING
SUITE 600
FLORENCE,
ALABAMA

6.00

(a) If any person or entity shall violate any of the restrictions or covenants herein, it shall be lawful for any person or persons owning property in Saddlebrook Subdivision to prosecute any proceedings at law or in equity against the persons or person violating any such covenants or restrictions to prevent any such violation or attempted violation or recover damages for same.

(b) Invalidity of any one of these Covenants by any Court shall in no way effect any of the other provisions which shall remain in full force and effect.

Executed this 25th day of ~~July~~ August, 1995.

SADDLEBROOK SUBDIVISION
HOMEOWNERS ASSOCIATION

By: Kathy Gamble
Its President

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and In said State, hereby certify that Kathy Gamble whose name as President of Saddlebrook Subdivision Homeowners Association, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing conveyance, he, in his capacity as President, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 25th day of ~~July~~ August, 1995.

Cathie M. Mule
Notary Public
My Commission Expires: 2/9/98

99 4175

LAUDERDALE COUNTY
NOTARY PUBLIC
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LAUDERDALE COUNTY

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS,
AND CONDITIONS OF SADDLEBROOK SUBDIVISION

WHEREAS, the undersigned, Saddlebrook Subdivision, Inc., an Alabama Corporation, is the owner of all that certain property described as Saddlebrook Subdivision as recorded in Plat Book 6, Page 108 and located in Lauderdale County, Alabama. This property is subject to an outstanding mortgage to First Federal Savings & Loan Association of Florence, Florence, Alabama, dated September 19, 1991, in the original amount of \$1,200,000.00, recorded in the Office of the Judge of Probate of Lauderdale County on Fiche 91-230, Frames C04-C06.

WHEREAS the above named Corporation, is willing and desirous of impressing the hereinafter stated covenants, conditions, restrictions and reservations on the above described property.

NOW, THEREFORE, in order to carry out the foregoing purpose and intent, the owner hereby impresses and imposes the following covenants, conditions, restrictions and reservations on the above described tract of land.

1. All numbered lots in the subdivision shall be used only as residential lots. No structure shall be erected, altered or permitted to remain on any one lot other than one dwelling, a private garage, servants quarters, piers on lake lots and other outbuildings incidental to residential use of the lot. Before construction of any structure the owner will first obtain the written approval of the Homeowners Association. No more than one pier and/or one boat house can be constructed on lots 14-A through lot 30. No lot can be divided or subdivided. The use of house boats, cruisers and other types of water conveyances that are regularly docked at any of the property as a permanent residence is expressly prohibited.

2. The location of the residence on the lots shall be as herein provided and in no event shall any dwelling be erected or any lot used in violation of the R-1 requirements as set out in the Municipal Code of the City of Florence. No portion of any

residence shall be nearer than: 100 feet to the front property line; 25 feet to the side property line or 50 feet to the rear property line or shoreline. On corner lots the minimum side yard setback from the street shall be 35 feet. No detached garage or outbuilding (including barns on interior lots) shall be placed nearer to any property line than as specified above. The Homeowners Association, in its sole discretion, in cases where there are extenuating circumstances, such as a restrictive lot size or unusual tree location, may allow the erection of a residence nearer than: 100 feet to the front property line; 25 feet to the side property line or 50 feet to the rear property line or shoreline. However; no residence, even with the approval of the Homeowners Association, shall be erected nearer than: 50 feet to the front property line; 15 feet to the side property line or 25 feet to the rear property line or shoreline.

3. The ground floor area of the main residence exclusive of open porches and garages shall not be less than 2200 square feet in the case of any one story dwelling. The ground floor area of the main residence exclusive of open porches and garages shall not be less than 1500 square feet with a total of not less than 2500 square feet of livable floor space in the case of any two story dwelling. A fully finished, heated and air conditioned area of a second floor or a basement qualifies as livable floor space. All residences must contain an enclosed garage with minimum of 400 square feet with electric doors and facing a direction approved by the Homeowners Association. All residences must contain a driveway that is constructed of concrete, asphalt or brick. All residences and outbuildings including piers shall be served by underground utilities. No satellite dishes or antenna towers are allowed on any lot.

4. No noxious or offensive trade, commercial activity or any other activity shall be conducted upon any lot, nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood.

5. None of the lots nor any part thereof shall be used as a roadway, footpath, trail or access way of any kind to provide any person or persons with access or entry to Lake Wilson, other than the owner of said tract, his or her family and their bona fide guests.

Persons who are not bona fide guests shall include, but are not limited to, the following:

(a) Any person who parts with a consideration for the use of said roadway, foot path, trail or access way.

(b) Any person who is granted the right, license or easement to use any path of either of said tracts as such roadway, foot path, trail or access way by written instrument or by reason of the ownership of real property.

6. Other than soundly constructed boat houses, uncovered decks, and piers, no miscellaneous building shall be located nearer than 15 feet to the T.V.A. water contour line or within 10 feet to any side lot line. The boat house cannot be enclosed and must be constructed with no more than an uncovered deck or roof over it. Before construction, design and location of the boat house must be approved in writing by the Homeowners Association as well as be approved by the Corps of Engineers or any other appropriate authority.

7. The use of exposed concrete block, wood logs, composition or asphalt sheets or shingles used as exterior siding on any building or structure is expressly prohibited except where written approval is obtained from the Homeowners Association.

8. No trailer, bus body or like structure, tent, shack, garage, basement or permitted outbuilding, placed or erected on any lot in said subdivision shall be at any time used as a residence, either temporary or permanent, nor shall any residence of a temporary character be permitted under any circumstances, except as herein provided. The removal of wheels or the affixing or placing of any trailer, mobile home or like device or structure to a permanent foundation shall not take the use of any such trailer, mobile home or like device or structure outside this prohibition.

9. Any fence, tree house, outbuildings, barns (on interior lots only) or like structures erected on any lot must have the written approval of the Homeowners Association before construction or installation begins. Material and construction must be in such a manner so as not to obstruct the adjacent property owner's view of that portion of the lake and water front which but for said fence or structure would be visible from such adjacent lot or lots. No fence can be constructed on the South half portion of common area enclosed by the road and owned by the Homeowners Association.

10. Barns which have had their plans and location approved in writing before construction may be constructed on lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and on the North half of lot 30.

11. No animals or livestock of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. No owner shall keep or maintain any pet or animal that has vicious propensities or that becomes a nuisance to the neighborhood. Horses may be kept on the offshore lots, lot 14 and on the North half of lot 30 as long as they are not kept, bred or maintained for any commercial purpose.

12. The street and lake frontage of all lots shall be maintained clean and neat at all times and no noxious or offensive conditions shall be continued. No lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers and all incinerators or other equipment and containers for the storage or disposal of such material shall be kept in a clean and sanitary condition. It is expressly required that all toilet and sewage facilities shall at all times meet the minimum health and sanitation specifications as required by the Public Health Authority of the Municipal, County and State governments. No boat docked at any of the property, no matter how temporary the stay, may use a toilet that evacuates raw, untreated sewage into the water. The toilet for a temporary boat docked at any of

the property must have as a minimum standard of sanitation, a toilet that micro-pulverizes and then effectively chemically treats all sewage before ejection into the water. The shoreline shall in no way be used as a rental docking space or for any commercial endeavor. Neither shall the shoreline be used as a regular docking space for other than the owner, except the property owner may allow docking by friends not to exceed a period of two weeks and provided further that the boats of said friends, if equipped with toilets, meet the above requirements. It is the purpose and intent of this covenant to prohibit and prevent the systematic dumping of sewage and waste into the waters abutting the property covered by these covenants.

13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

14. No sign of any kind shall be displayed in public view on any lot except one professionally prepared sign not to exceed nine (9) square feet in size used by a builder, real estate company or owner to advertise the property during the construction and/or sale thereof.

15. Any permanent change to or variance from any of the provisions of the protective covenants herewith filed may be made by an instrument in writing, clearly indicating such intention, duly executed by the then record owners of three-fourths of the lots in the subdivision, such instrument must be duly acknowledged according to law and recorded in the office of the Judge of Probate of Lauderdale County, Alabama. The owner or owners of each lake lot will be deemed to own 3 lots for such calculation except the owner of 14A will have 2 votes and the owner of lot 14 will have 1 vote.

16. If the parties hereto or any of them or their heirs or assigns or successors shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons, corporation or corporations or any other legal entity

owning any real property covered by these covenants to prosecute any proceedings at law or in equity against the person or other party or entity violating or attempting to violate any such covenant and either to prevent him or them or such entity from doing so or to recover damages for such violation.

17. No building shall be erected, placed or altered on any lot in the subdivision until the building plans, specifications and site plan showing the location of such building on the lot with respect to property lines, topography and finished ground elevation have been approved in writing as to conformity and harmony of external design with existing or proposed structures on the land embraced in the tract above described. This approval shall be given by the Homeowners Association of the subdivision or by a representative designated by said committee.

In the event the Homeowners Association or its designated representative does not approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

If the Homeowners Association should ever cease to exist or be dissolved the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of three-fourths of the lots in this subdivision and duly recorded, appointing a committee or representative who shall thereafter exercise the same power previously exercised by the Homeowners Association. As set forth above, the owner or owners of each lake lot will be deemed to own 3 lots for such purpose except the owner of 14A will have 2 votes and the owner of lot 14 will have 1 vote.


18. No boat, truck, trailer or any structure or vehicle of a temporary or a mobile nature, other than a passenger automobile shall be regularly parked, stored or exhibited on any lot in any

manner that would be conspicuous or offensive to the neighborhood and also such temporary structures or other vehicles must be so stored or parked either in a regularly constructed garage or other shelter or the same are expressly prohibited to be on said property on a regular basis. Nothing in this covenant shall be construed to alter or modify the provisions of covenant number 8.


19. Invalidation of any one of these covenants or any group of them by a judgment or court order in no way shall affect any of the other provisions which shall remain in full force and effect.

The ^{under} ~~uns~~igned corporation, by its President, JAMES H. MANGUM, who is authorized to execute this instrument, has hereto set its signature and seal, this 2nd day of December, 1991.

SADDLEBROOK SUBDIVISION, INC.
An Alabama Corporation

By: 
JAMES H. MANGUM
(Its President)

FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF FLORENCE, FLORENCE,
ALABAMA

By: 
Thomas N. Ward
Its Executive Vice-President

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that James H. Mangum, whose name as President of Saddlebrook Subdivision, Inc., a corporation, 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 corporation.

Given under my hand and official seal, this the 2nd day of December, 1991.


Notary Public

MY COMMISSION EXPIRES 5-27-92

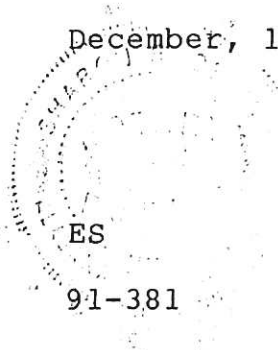
STATE OF ALABAMA

FICHE 91-317 FRAME F09

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that THOMAS N. WARD, whose name as EXECUTIVE VICE PRESIDENT of First Federal Savings & Loan Association of Florence, Florence, Alabama, 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 bank.

Given under my hand and official seal, this the 4th day of December, 1991.



Joanna Robinson

Notary Public

MY COMMISSION EXPIRES 9-23-93

THIS INSTRUMENT PREPARED BY:

Joe H. Yates, Attorney at Law
COLEBECK, YATES, MITCHELL & BERNAUER
P. O. Drawer 10
Florence, Alabama 35631
(205) 764-0582

STATE OF ALABAMA
LAUDERDALE COUNTY
NOTARY PUBLIC
DEC 11 3 16 1991

ARTICLES OF INCORPORATION

OF

SADDLEBROOK SUBDIVISION HOMEOWNERS ASSOCIATION

In compliance with the requirements of Code of Alabama, 1975, Sections 10-3-1 through 10-3-172, the undersigned, all of whom are residents of Lauderdale County, Alabama, and all of whom are of legal age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

NAME

The name of the corporation is "Saddlebrook Subdivision Homeowners Association", hereinafter sometimes called the "Association".

ARTICLE II

OFFICE

The initial registered office of the corporation is located at Route 2, Box 497, Killen, Alabama 35645.

ARTICLE III

REGISTERED AGENT

James H. Mangum, whose address is Route 2, Box 497, Killen, Alabama 35645, is hereby appointed the initial registered agent of this corporation.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential lots and Common Area within jurisdiction of this Association in furtherance of this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, and as the same may be amended from time to time as therein provided and the Declaration is incorporated herein as if set forth at length:

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments and liens pursuant to the terms of the Declaration: to pay all

expenses in connection therewith and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire, own, (including all common areas of the subdivision) hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of three-fourths (3/4) of the members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by three-fourths (3/4) of the members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of three-fourths (3/4) of the members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Alabama by law may now or hereafter have or exercise.

ARTICLE V

MEMBER

Each person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have one class of voting membership:

(a) All owners shall be entitled to one vote for each offshore lot owned. These offshore lots are lots 5 through 13. Each lake lot owner shall be entitled to three (3) votes with the exception of lot 14 which will have 1 vote and lot 14A which will have

2 votes. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot except for the lake lots as provided above.

ARTICLE VII

ELECTION OF OFFICERS

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

<u>NAME</u>	<u>ADDRESS</u>	<u>OFFICE</u>
James H. Mangum	P. O. Box 1194 Florence, AL 35631	President
J. Michael Simon	Route 8, Box 616 Florence, AL 36530	Secretary/ Treasurer
Gary A. Gamble	207 Millbrook Lane Florence, AL 35630	Vice-President
Milton L. Hearn	800 N. Patton Street Florence, AL 35630	Vice-President
Robert M. Carter	P. O. Box 1825 Florence, AL 35631	Vice-President

ARTICLE VIII

BOARD OF DIRECTORS

The internal affairs of this Association shall initially be managed by a Board of five (5) directors: The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors as hereinafter provided are:

- James H. Mangum, P. O. Box 1194, Florence, AL 35631;
- J. Michael Simon, Route 8, Box 616, Florence, AL 36530;
- Gary A. Gamble, 207 Millbrook Lane, Florence, AL 35630;
- Milton L. Hearn, 800 N. Patton St., Florence, AL 35630; and
- Robert M. Carter, P. O. Box 1825, Florence, AL 35631.

Each annual meeting shall to be held on the last Thursday of February of each year beginning in 1992. At the first meeting, the members shall elect three (3) directors for a term of one (1) year, three (3) directors for a term of two (2) years, and three (3) directors for a term of three (3) years; and at

each annual meeting thereafter, the members shall elect three (3) directors for a term of three (3) years. Directors will be required to be a member of the Association. A change in the number of directors and their terms of office may be made by amending the By-laws of the Association.

ARTICLE IX

DISSOLUTION

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

ARTICLE X

DURATION

The corporation shall exist perpetually.

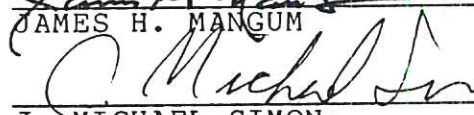
ARTICLE XI

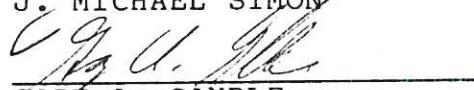
AMENDMENTS

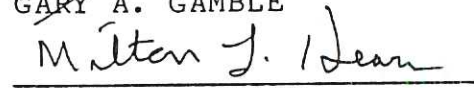
Amendment of these Articles shall require the assent of seventy-five percent (75%) of the votes of the entire membership of the Association.

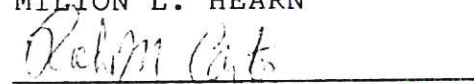
For the purpose of forming this corporation under the laws of the State of Alabama, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 2nd day of December, 1991.


 _____ (SEAL)
 JAMES H. MANGUM


 _____ (SEAL)
 J. MICHAEL SIMON


 _____ (SEAL)
 GARY A. GAMBLE



 _____ (SEAL)
 MILTON L. HEARN


 _____ (SEAL)
 ROBERT M. CARTER

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that James H. Mangum, Gary A. Gamble, Robert M. Carter, J. Michael Simon and Milton L. Hearn, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 2nd day of December, 1991.



Notary Public
MY COMMISSION EXPIRES 5-27-92

THIS INSTRUMENT PREPARED BY:

Joe H. Yates, Attorney at Law
COLEBECK, YATES, MITCHELL & BERNAUER
P. O. Drawer 10
Florence, Alabama 35631
(205) 764-0582

ES

91-381

STATE OF ALABAMA
LAUDERDALE COUNTY
NOTARY PUBLIC
DEC 17 3 42 PM '91
J. H. YATES

3294

BY-LAWS

OF

SADDLEBROOK SUBDIVISION HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the Corporation is "Saddlebrook Subdivision Homeowners Association", hereinafter referred to as the "Association". The initial principal office of the corporation shall be located at Route 2, Box 497, Killen, Alabama 35645, but meetings of members and directors may be held at such places within the State of Alabama, County of Lauderdale, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to "Saddlebrook Subdivision Homeowners Association", its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of the Protective Covenants of Saddlebrook Subdivision, as amended, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owner.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on the last Thursday in February, 1992, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following, which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by any three (3) or more members of the Board of Directors, or upon written request of the members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address appearing last on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-fourth (1/4) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members present who are entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. No member who is delinquent in the payment of any dues or assessments will be allowed to vote, be a director or be an officer.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by an initial Board of five (5) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting; the members shall elect three (3) directors for a term of one (1) year; three (3) directors for a term of two (2) years and three (3) directors for a term of three (3) years, and at each annual meeting thereafter the members shall elect three (3) directors for a term of three (3) years for a total of nine (9) directors in any year.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken without a Meeting. The directors shall have the right to take any action at times and places other than regular meetings which they could take at a regular meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a regular meeting of the directors.

Section 6. Miscellaneous. Notwithstanding anything to the contrary contained herein in Articles IV and V, there shall, as long as five (5) or more lots of said subdivision are owned by Saddlebrook Subdivision, Inc., there will be a representative of

Saddlebrook Subdivision, Inc., on the Board of Directors of the Association. Placement of a representative of Saddlebrook Subdivision, Inc. upon the Association Board shall be by the procedure herein prescribed: if, following the election of the Board of Directors under and pursuant to the procedures set forth under Article V, below, there are no representatives from Saddlebrook Subdivision, Inc. elected to said Board, then, in such event, the director receiving the fewest votes for one of the three (3), three year director positions, shall be deleted from the list of directors-elect and a representative of Saddlebrook Subdivision, Inc. substituted therefor. The developer corporation shall nominate a representative to be placed on the Board in the event this procedure is employed. If the director representative from Saddlebrook Subdivision, Inc. is not elected but otherwise appointed, under the aforesaid procedure, his or her appointment shall cease upon Saddlebrook Subdivision, Inc. failing to own five (5) or more lots in said subdivision. It shall be the prerogative of the President of the Association at such time to remove the director from the Board and appoint a director in place thereof.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLES VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least four (4) times each year without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days written notice to each director.

Section 3. Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (b) suspend the voting rights and right to use any recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(d) employ a manager, independent contractors, or such other employees as they deem necessary and to prescribe their duties.

Section 2. Duties. It shall be the duty of the

Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) bring an action at law against the owner personally obligated to pay the same, or both.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the roads, streets and common area to be maintained, and cause all other duties of the Association to be performed insofar as money is available.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Office. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary and Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one or any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporation seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts, all monies of the Association and shall disburse such funds as directed by the resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books to be made by a public accountant at the completion of each fiscal year and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint a Architectural Control Committee and a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

DUES

Section 1. Annual Dues. Each member of the Association shall be required to pay annual dues to the Association in an amount to be determined by the Board of Directors of the Association. Annual dues shall be assessed on a per member basis and shall be due and payable on January 5th of each and every year beginning January 5, 1992. Dues for calendar year 1992 shall be in the amount of One Hundred and No/100 (\$100.00) Dollars per member.

ARTICLES XII

ASSESSMENTS

Section 1. Each member is obligated to pay the Association annual dues and special assessments. Such special assessments must be passed by a regular or special meeting of the members by a vote of three-fourths (3/4) of the quorum of the members present in person or by proxy. Any dues or assessments which are not paid when due, shall be considered delinquent. If the dues or any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of one and one-half percent (1.5%) per month, and the Association may bring an action at law against the owner personally obligated to pay the same and any interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or for any other reasons.

Section 2. In the event construction of a residence has been commenced but is not completed for a period of one (1) year from the date construction commenced (as determined by the day that supplies or materials were first delivered to the job site) and work has ceased on said construction at the end of said one (1) year period, then, in such event, the lot owner upon which the construction exists shall be subject to a fine equal to \$100.00 per month to be assessed by the Association. The fine shall be in the nature of an assessment on the lot and shall be payable each month following the receipt of written notice from the Association and must be paid within fifteen (15) days

following the receipt of said notice. Any fine which remains unpaid following the fifteen (15) day notice period shall be considered delinquent and the Association may bring an action at law against the lot owner personally obligated to pay the same and any interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "Saddlebrook Subdivision Homeowners Association".

ARTICLE XIV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of three-fourths (3/4) of a quorum of members present in person or by proxy.


Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Protective Covenants and these By-Laws, the Protective Covenants shall control.

ARTICLE XV

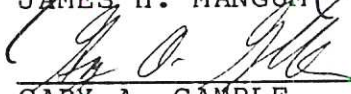
MISCELLANEOUS

The calendar year of the Association shall begin on the first day of January and end on the last day of December of every year, except that the first year shall begin on the date of incorporation.

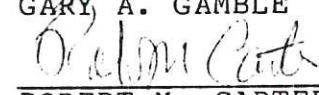
We being all of the initial Directors of Saddlebrook Subdivision Association, have hereunto set our hands this 2nd day of December, 1991.




 JAMES H. MANGUM



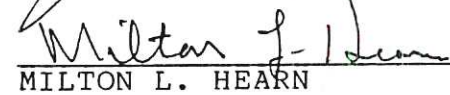
 GARY A. GAMBLE



 ROBERT M. CARTER



 J. MICHAEL SIMON




 MILTON L. HEARN


STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that James H. Mangum, Gary A. Gamble, Robert M. Carter, J. Michael Simon and Milton L. Hearn, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 2nd day of December, 1991.



Notary Public

MY COMMISSION EXPIRES 5-27-92

ES

90-381

THIS INSTRUMENT PREPARED BY:

Joe H. Yates, Attorney at Law
COLEBECK, YATES, MITCHELL & BERNAUER
P. O. Drawer 10
Florence, Alabama 35631
(205) 764-0582

STATE OF ALABAMA
LAUDERDALE COUNTY
I CERTIFY
NOTARY PUBLIC

Dec 17 5 45 PM '91

JOE H. YATES
JUDGE