

014457

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
OAK PLACE

Oak Place, L.L.C. is the owner of the property embraced in the subdivision shown on the map and plat prepared by Paxton, Price and Rider and known and designated as **OAK PLACE**, located in Lauderdale County, Alabama, and shown on Plat Book 6, Page 314. The undersigned owner hereby imposes on all of the lots provided in said plat the following covenants and building restrictions:

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

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

III. EXTERIOR MAINTENANCE:

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

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

B. The Association shall not provide maintenance for Individual Lots.

C. In the event that damages to any common area is caused by or arises out of any wilful or negligent act of an Owner, members of his/her family, or his/her guests or invitees, the cost of such repair or replacement shall be added to and become a part of the assessment to which such Lot is subject.

D. In the event a Lot Owner fails to maintain, restore and repair the roof, gutters, downspouts, exterior building surfaces, and other exterior improvements in a manner satisfactory to the Board of Directors, the Association, after approval by a three/fourths vote of the Board of Directors, shall have the right, but not the obligation, through its contractors, agents and employees, to enter upon said parcel and to repair, maintain and restore such roof, gutters, downspouts, exterior building surfaces, and other exterior improvements. The cost of such exterior maintenance shall be added to and become part of the assessment to which the Lot is subject. In the alternative, the Association may file a suit for specific performance of these items and may collect all costs, including reasonable attorney's fees.

IV. CONSTRUCTION, DWELLING QUALITY, AND SIZE: Each residence must be have a minimum living area of 1,750 square feet. Porches, attached garages, breezeways and basements shall not be included in computing the above minimum living area. Any dwelling must be fully completed within 12 months of the commencement of construction and no unfinished dwelling may be occupied. The visible surface of the foundation of any structure must be covered with the same material as the residence. The exterior of any structure must be at least 80% brick, stone, stucco or dryvit. All dwellings should have good quality workmanship and materials. Outbuildings or a detached garage, permissible for the storage of not more than three cars, are to be constructed from the same materials as the main structure.

V. BUILDING LOCATION:

(a) For all structures: The setback lines will be determined by the Architectural Control Committee.

(b) For all lots: 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 forth in the Municipal Code of the City of Florence, Alabama.

(c) For all lots: Where the phrase "lot line" is used herein the same shall be construed to mean the property ownership line if someone owns and builds upon lots which have been changed to increase the lot size.

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

VII. NUISANCE: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance. Commercial trucks over one ton in size, motor homes, campers, boat trailers, recreational vehicle trailers, commercial trailers or livestock hauling trailers are not to be parked on streets or driveways overnight, except where construction on houses is in process and construction vehicles are parked on lots or streets out of necessity. There shall be no construction or repair of motor vehicles, water craft, tractors or other mechanical devices, except that which can be done and is done of a non-commercial nature. Parking and storage of non-operating automobiles, trucks, boats or other vehicles is prohibited, except within a garage located upon the property. Vehicles without all tires in operating condition and not currently licensed will be considered non-operating vehicles. Travel trailers and other recreational vehicles may not be parked in the subdivision except in enclosed garages. Any satellite dishes on any lot must be located at the rear of the residence in an inconspicuous location and cannot be more than 18 inches in diameter nor more than 60" in height including the pole. Colored exterior lighting will not be permitted. Outdoor light fixtures must be compatible with the design and style of the residence.

VIII. OUTBUILDINGS: No outbuilding shall be permitted on any lot except with the written approval of the Architectural Control Committee. All outbuildings will have the same set back restrictions as outlined in paragraph V.

IX. ANIMAL CONTROL: Dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Any outside dogs or cats must be kept in the backyard or on a leash. No chronic barking dogs will be allowed in this subdivision. The main purpose and intention of this restriction is to maintain the quiet and peace of the subdivision and for the safety of children in the subdivision.

X. GARDEN: A private herb/vegetable garden may be maintained at the rear of the home and must be placed in an inconspicuous location.

XI. FENCES: No fences or walls shall be placed on any lot except upon written approval of the Architectural Control Committee.

XII. MAILBOXES: Mailboxes in Oak Place must conform to the design and color as specified by the Committee.

XIII. MAINTENANCE OF LOTS AND LAWN: Some lawn maintenance for individual lots will be the responsibility of the Association. However, as to all lots:

(a) The street frontage of all lots shall be maintained clean, neat and free of undergrowth at all times and no noxious or offensive conditions shall be continued thereon. No lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers and equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Burning garbage is prohibited except during construction of homes.

(b) All lots and all improvements located therein or thereon, shall be kept and maintained by the Owners thereof in good order and repair and free of all debris, including but not limited to, the sowing, and sodding of all lawns, the pruning and cutting of all trees, and the painting (or other appropriate external care) of all buildings and other improvements on their respective Lots, from the date of purchase of lot.

(c) Each residence must be landscaped within two months of occupancy. No bird baths or other statuary will be permitted on front lawns. No firewood or other such items shall be dumped in any yard, but must be stacked neatly out of sight from the street. No basketball goals may be located at the front of the house.

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

XV. DRIVEWAYS: Each residence must have a concrete driveway which shall be a

minimum of fifteen (15) feet in width.

XVI. ROADS: All roads shown on the Plat are hereby dedicated to the City of Florence, Alabama, and shall be for public use as roads.

XVII. OPTION OF ASSOCIATION TO PURCHASE: In the event the dwelling on any Lot is wholly or partially destroyed by fire, flood, or any other cause or casualty and the Owner thereof does not rebuild or restore the same to like good order and condition as existed prior to such total or partial destruction within six months of such destruction, then the Homeowners Association will have the right and option to purchase such Lot at the fair market value thereof as fixed and determined by the average of three appraisals in writing, one by each of three licensed real estate brokers or appraisers licensed to do business in Lauderdale County, Alabama. If the Association does not exercise the option, then any other Lot Owner may do so on a first-come basis.

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

XIX. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee will be composed of five members, and the initial members are Gary Gamble, Kathy Gamble, Darrell Rumble, Dewayne Oakley, and Wade Gilchrist. In the event of death or resignation of any member of the committee, his/her replacement will be elected by the process outlined in the Bylaws of Oak Place Homeowners Association. No member of the Architectural Control Committee will be entitled to any compensation for services performed pursuant to this Declaration.

XX. APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE: No home, outbuilding, fence, wall, or other structure or exterior surface or roof of any building or structure shall be commenced, repaired, replaced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and color of the same shall have been submitted to and approved in writing by the Architectural Control Committee. Without limiting the foregoing, such plans and specifications must include a detailed statement of the colors of any paints or materials to be used in exterior surfaces and roofs. In the event a majority the committee fails to approve or disapprove such plans within thirty days of

submission to the committee, as evidenced by its written acknowledgment of receipt thereof, approval will not be required and this Article will be deemed to have been fully complied with. Such plans may be disapproved because of the following:

- A. Failure of plans or specifications to comply with any covenant or restriction contained herein.
- B. Failure to include information in such plans as may have been reasonably requested by the Committee.
- C. Objection to the exterior design, appearance or materials of any proposed building, repair or replacement.
- D. Incompatibility of any proposed building with existing buildings on other Lots.
- E. Objections to the location of any proposed structure upon any Lot or with reference to other Lots.
- F. Objection to the color scheme, finish, proportions, style, architecture, height, bulk or appropriateness of any proposed structure.

Notwithstanding any other provision of these covenants or the recorded plat, the Architectural Control Committee may waive any provision of these covenants.

XXI. POWERS OF THE ARCHITECTURAL CONTROL COMMITTEE:

(a) At any time, the then-record owners of three-fourths of the lots in this subdivision shall have the power, through a duly acknowledged instrument recorded in the Judge of Probate of Lauderdale County, to change the membership of the Architectural Control Committee.

(b) Whenever, in the unanimous opinion of the members of the Architectural Control Committee, no substantial damage will be done to anyone owning any parcel or land in the subdivision, it shall have full authority, anything in these protective covenants and restrictions to the contrary notwithstanding, to waive or allow any violation herein, whether such violation be present or prospective. Such waiver, to be effective, must be reduced in writing over the signature of each member of the Committee and acknowledged by each member of the Committee before a Notary Public and recorded in the Office of the Judge of Probate.

(c) In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the proposed construction has been commenced prior to the substantial completion of construction, approval will not be required, and the related protective covenants and restrictions shall be deemed to have been fully complied with.

XXII. TERMS OF RESTRICTIONS AND AMENDMENTS: The protective covenants and restrictions of this Declaration shall run with and bind the land and shall be binding on all persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded in the Office of the Judge of Probate of Lauderdale County, Alabama.

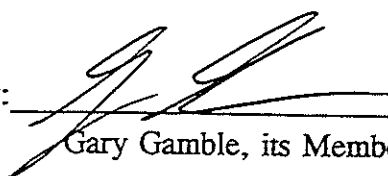
XXIII. VIOLATIONS: If any person or entity shall violate any of the protective covenants or restrictions herein, it shall be lawful for any person or persons owning property in this subdivision to prosecute any proceedings at law or in equity against the persons or person violating any such protective covenants or restrictions to prevent any such violation or attempted violation or recover damages for same. The lot owner found by the Court to violate these restrictions will be obligated to pay the attorney fees of the parties filing the legal action.

XXIV. SEVERABILITY: Invalidation of any one of these protective covenants or restrictions by judgment or Court shall in no way effect any of the other provisions which shall remain in full force and effect.

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

Executed this 8th day of June 1999.

OAK PLACE, L.L.C.

by: 
Gary Gamble, its Member

0099-337 61

by: *Darrell Rumble*
Darrell Rumble, its Member

by: *Dewayne Oakley*
Dewayne Oakley, its Member

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that Gary Gamble, Darrell Rumble, and Dewayne Oakley, whose names as Members of Oak Place, L.L.C. are signed to the foregoing Articles of Incorporation and who are known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, they, in their capacities as Members, 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 8th day of ~~March~~ ^{June}, 1999.

Melanie H. Moore
Notary Public
My Commission Expires: 4-21-2003

THIS INSTRUMENT PREPARED BY:
YATES, MITCHELL, BERNAUER,
WINBORN & MORTON

Joe H. Yates
P.O. Drawer 10
Florence, Alabama 35631
(256) 764-0582

99-1065
corp\mp\oakplace.pc

STATE OF ALABAMA
LAUDERDALE COUNTY
I CERTIFY THIS
INSTRUMENT

JUN 9 12 59 PM '99

Dennis Mitchell
JUDGE OF ORPHANS

014456

State of Alabama

Lauderdale County

CERTIFICATE OF INCORPORATION OF

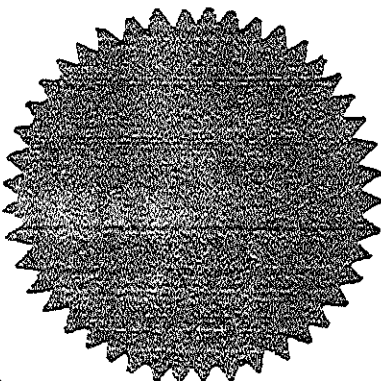
OAK PLACE HOMEOWNERS ASSOCIATION, INC

The undersigned, as Judge of Probate of Lauderdale County, State of Alabama, hereby certifies the duplicate originals of Articles of Incorporation for the incorporation of _____
OAK PLACE HOMEOWNERS ASSOCIATION, INC, duly signed pursuant to the provisions of the Alabama Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Judge of Probate, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation of _____
OAK PLACE HOMEOWNERS ASSOCIATION, INC, and attaches hereto a duplicate original of the Articles of Incorporation.

GIVEN Under My Hand and Official Seal on this the _____ 9TH day of
JUNE, 19 99.

Dewey D. Mitchell
Judge of Probate



ARTICLES OF INCORPORATION

OF

OAK PLACE HOMEOWNERS ASSOCIATION, INC.

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

ARTICLE I.

Name

The name of the non-profit Corporation is:

OAK PLACE HOMEOWNERS ASSOCIATION, INC.

ARTICLE II.

Duration

The corporation shall exist perpetually.

ARTICLE III.

Purpose of Corporation

Oak Place Homeowners Association, Inc. (hereafter "Association") will be made up of the homeowners of lots known as Oak Place in Lauderdale County,

Alabama. All lots in this subdivision will be subject to this Homeowners Association. This Association is not formed for pecuniary gain or profit to any member and the specific purposes for which this association is formed are: to provide for maintenance, preservation and architectural control of the homes and common areas within the jurisdiction of this Association and in furtherance of this purpose to:

- a. exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereafter called the "Declaration", applicable to the property and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, and as the same may be amended from time to time as therein provided. The Declaration is incorporated herein as if completely restated.
- b. fix, levy, collect and enforce payment by any lawful means, all charges or assessments and liens pursuant to the terms of the 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 or real or personal property in connection with the affairs of the Association;
- d. borrow money, and with the assent of a majority of the members, mortgage, or pledge, 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 any 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 a majority of the members, agreeing to such dedication, sale or transfer;

f. participate in mergers and consolidations with other non-profit 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 a majority 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 law now or hereafter may have or exercise.

ARTICLE IV.

Membership and Voting Rights

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

1. Class A: Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot Owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine among themselves, but in no event shall more than one vote be cast with respect to any one Lot.

2. Class B: The Class B member(s) shall be the Developer and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B members.

In the event additional residential property is annexed and new lots become subject to this Declaration of Covenants, Conditions and Restrictions, Class B membership shall be increased (or re-instated in the event Class B membership shall have ceased) for each Lot annexed, subject to the same voting rights set forth in the Declarations.

ARTICLE V.

Initial Registered Office and Agent

The Association's initial registered office and mailing address shall be 658 Saddlebrook Drive, Killen, Alabama 35645. The registered agent at said address shall be Kathy Gamble.

ARTICLE VI.

Directors

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

Gary Gamble
658 Saddlebrook Drive
Killen, Alabama 35645

Kathy Gamble
658 Saddlebrook Drive
Killen, Alabama 35645

Wade Gilchrist
235 Meadowview Lane
Florence, Alabama 35630

Darrell Rumble
201 Kilburn Cove
Florence, Alabama 35633

Dewayne Oakley
7494 County Road 47
Florence, Alabama 35633

1. The Directors shall have the authority to adopt such rules, by-laws and regulations for the governing of the Association as they may deem necessary or expedient.
2. The business and affairs of the Association shall be under the management and control of a Board of Directors. In the event of the death or resignation of a director, or the refusal of a person elected a director to accept this election as such, or to otherwise qualify as such, the remaining directors shall hold office for a period of one (1) year, or until their respective successors are duly elected and qualified.
3. The dates on which the directors' annual meeting shall be held, the terms of office of the officers, and the powers and duties of the officers, shall be fixed by the by-laws of the Association. Other officers than those named herein may be created by the by-laws and filled by the Board of Directors. The directors shall have power to make by-laws for the regulation and government of the Association, its agents and officers, and for all other purposes not inconstant with the constitution and laws of the State of Alabama.
4. The Association reserves the right to amend, alter, modify, change, or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter provided by law, and all rights conferred upon the officers and directors herein are granted subject to this reservation.
5. The directors shall have the right, at any regular or special meeting, to remove a director, with or without cause, and shall have the right at the same meeting to fill any vacancy created by such removal.

ARTICLE VII.

Incorporator

The name and address of the incorporator is as follows:

Oak Place, L.L.C.
4980 Highway 157
Florence, Alabama 35633

ARTICLE VIII.

Officers

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

President	Gary Gamble 658 Saddlebrook Drive Killen, Alabama 35645
Vice-President	Darrell Rumble 201 Kilburn Cove Florence, Alabama 35633
Vice-President	Dewayne Oakley 7494 County Road 47 Florence, Alabama 35633
Vice-President	Wade Gilchrist 235 Meadowview Lane Florence, Alabama 35630
Secretary/Treasurer	Kathy Gamble 658 Saddlebrook Drive Killen, Alabama 35645

ARTICLE IX.

Amendments

Amendment of these Articles shall require the written consent of seventy-five percent (75%) of the votes of the entire membership of the Association which Amendment shall be recorded in the Office of the Judge of Probate of Lauderdale County, Alabama.

ARTICLE X.

Dissolution

The Association may be dissolved with the consent given in writing and signed by not less than three-fourths (3/4) of the votes of the members. Upon dissolution of the Association, other than incident to a merger 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.

For the purpose of forming this non-profit corporation under the laws of the State of Alabama, the undersigned has executed these Articles of Incorporation this on this 8th day of June, 1999.

INCORPORATOR:

OAK PLACE, L.L.C.

Rebecca McLee
Witness

by: [Signature]
Gary Gamble, its Member

Rebecca McLee
Witness

by: [Signature]
Darrell Rumble, its Member

Rebecca McLee
Witness

by: [Signature]
Dewayne Oakley, its Member

0099-337 53

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that Gary Gamble, Darrell Rumble, and Dewayne Oakley, whose names as Members of Oak Place, L.L.C. are signed to the foregoing Articles of Incorporation and who are known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, they, in their capacities as Members, 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 8th day of June, 1999.

Melanie H. Moore
Notary Public
My Commission Expires: 4-21-2003

THIS INSTRUMENT PREPARED BY:
YATES, MITCHELL, BERNAUER,
WINBORN & MORTON
Joe H. Yates
P.O. Drawer 10
Florence, Alabama 35631
(256) 764-0582

99-1065
corp\mp\oakplace.art

STATE OF ALABAMA
LAUDERDALE COUNTY
I CERTIFY THIS
INSTRUMENT WAS

JUN 9 12 59 PM '99

Dwight Mitchell
JUDGE OF PROBATE

0099-338 27

014458

BY-LAWS
OF
OAK PLACE HOMEOWNERS ASSOCIATION

ARTICLE I.

Name

The name of the corporation is "Oak Place Homeowners Association" hereinafter referred to as the "Association". The initial principal office of the corporation shall be located at 658 Saddlebrook Drive, 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. All lots in this subdivision will be subject to this Homeowners Association.

ARTICLE II.

Definitions

1. "Association" shall mean and refer to "Oak Place Homeowners Association", its successors and assigns.
2. "Properties" shall mean and refer to that certain real property reflected on the Subdivision Plat of Oak Place Subdivision as being a common area, any other property that may be conveyed to or brought within the jurisdiction of the Association.
3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners and will include easements and rights of way.
4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of Oak Place.
5. "Owner" shall mean and refer to the record owner, whether one or more persons

Bylaws of
Oak Place Homeowners Association
Page 2

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. If an owners owns more than one undeveloped Lot, then dues will be paid on each such Lot. If a single residence is built on more than one Lot, the total property being used as a residence will be considered as one lot for purposes of dues, assessments, and voting rights.

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

7. "Developer" shall mean the initial owner and developer of the subdivision, Oak Place, L.L.C.

ARTICLE III.

Property Rights

Every Owner shall have a right and easement of enjoyment in and to any common area now existing and designated by the plat of the subdivision or which may hereafter be annexed to the subdivision. This right and easement of enjoyment shall be appurtenant to and shall pass with the title to every Lot. Any Owner may delegate, in accordance with the Bylaws, his/her right of enjoyment to any common area to family members, tenants, or contract purchasers who reside on the property. The rights of enjoyment shall be subject to the following provisions:

1. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area, if any.

2. The right of the Association to suspend the voting rights of an Owner for a period not to exceed ninety (90) days for any infraction of its published rules and regulations.

3. The right of the Association to dedicate or transfer all or any part of any 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.

ARTICLE IV.

MEMBERSHIP AND VOTING RIGHTS:

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

1. Class A: Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot Owner. When more than one person holds an interest in any Lot, all owners of such lot will be considered one member. The vote for such Lot shall be exercised as they determine among themselves, but in no event shall more than one vote be cast with respect to any one Lot.

2. Class B: The Class B member(s) shall be the Developer and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B members.

In the event additional residential property is annexed, the new lots shall become subject to this Homeowners Association and Class B membership shall be increased (or re-instated in the event Class B membership shall have ceased) for each Lot annexed, subject to the same voting rights set forth herein.

ARTICLE V.

CAPITAL FOR MAINTENANCE - ASSESSMENTS:

1. Creation of Lien and Personal Obligation: With the exception of the Developer, each owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, agrees to pay the Association: annual assessments, special assessments for capital improvements and operation expenses, and any assessment created and collected as herein provided. All of the assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien against the Lot which such

assessment is made. The Association shall have the right to enforce all liens hereunder imposed to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures as in the case of mortgages under applicable law. Each assessment, together with interest, costs, and reasonable attorney's fees incurred in the enforcement, foreclosure or collection thereof, shall also be the personal, joint, and several obligation of the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to the successors in title, if not paid. Developer shall not be required to pay such annual assessment on undeveloped Lots owned by it so long as Developer elects to provide the maintenance and improvements required herein. At such time as Developer is not maintaining and providing such maintenance and improvements, it shall pay such annual assessment on Lots owned by it.

2. Purpose of Annual Assessment: The annual assessment levied by the Association shall be used exclusively for the purposes stated in the Declaration of Covenants, Conditions, and Restrictions and set forth below:

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

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

B. The Association shall not provide maintenance for Individual Lots.

C. In the event that damages to any common area is caused by or arises out of any wilful or negligent act of an Owner, members of his/her family, or his/her guests or invitees,

the cost of such repair or replacement shall be added to and become a part of the assessment to which such Lot is subject.

D. In the event a Lot Owner fails to maintain, restore and repair the roof, gutters, downspouts, exterior building surfaces, and other exterior improvements in a manner satisfactory to the Board of Directors, the Association, after approval by a three/fourths vote of the Board of Directors, shall have the right, but not the obligation, through its contractors, agents and employees, to enter upon said parcel and to repair, maintain and restore such roof, gutters, downspouts, exterior building surfaces, and other exterior improvements. The cost of such exterior maintenance shall be added to and become part of the assessment to which the Lot is subject. In the alternative, the Association may file a suit for specific performance of these items and may collect all costs, including reasonable attorney's fees.

3. Maximum Annual Assessment: Until January 1, 2000 the maximum annual assessment shall be \$150.00 per Lot. After January 1, 2000, the maximum annual assessment may be increased each year not more than 25% above the maximum assessment for the previous year without a vote of the membership. For membership approval, there must be a 3/4ths vote of approval of each class of members who are voting in person or by proxy at a duly-called meeting for this purpose.

4. Special Assessments for Capital Improvements and Operating Expenses: The Association may levy, in any calendar year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any common area and easements and rights-of-way adjacent to common areas, provided that any such assessment shall have the consent of 3/4ths of a quorum of the members present and entitled to vote who are voting at a duly-called meeting for this purpose.

5. Commencement of Assessments and Due Dates: The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the first conveyance of a Lot by Developer to an Owner. The first annual assessment shall be prorated

according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment to each Lot at least forty-five days in advance of January 1st of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto no later than December 1st each year. The due date is January 1st of each year. Upon request, the Association shall furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

6. Uniform Rate of Assessment: With the exception of the Developer, both annual and special assessments as set forth herein, must be fixed as a uniform rate for all Lots and may be collected on an annual basis or such other basis as determined by the Board of Directors.

7. Effect of Non-payment of Annual and Special Assessments and Remedies of Association: Any assessment not paid within fifteen days after the due date shall bear a penalty of \$5.00 per day. the penalty will begin 15 days after the assessment is due. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any common area or abandonment of his Lot.

8. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

9. Exempt property: All properties dedicated to and accepted by a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Alabama shall be exempt from the assessments created herein. However, no land or improvements used as a dwelling shall be exempt from said assessments, except as provided above.

ARTICLE VI.

Meeting of Members

1. Annual Meetings. The first annual meeting of the members shall be held in the month of March, 2000 and each subsequent regular annual meeting of the members shall be held in the same month of each year thereafter, at the time set in the notice.

2. Special Meetings. Special meetings of the members may be called at any time by the President or by any one or more members of the Board of Directors, or upon written request of one-fourth of the members who are entitled to vote.

3. Notice of Meetings. Written notice of each meeting of the members shall be given at the direction of the Association Secretary/Treasurer 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, 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.

4. Voting Rights and Quorum. The presence at any meeting of members constituting 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 to another meeting time with notice. No member who is delinquent in the payment of any dues or assessments will be allowed to vote, hold office as a director or be an officer. No proxy voting will be allowed.

ARTICLE VII.

Board of Directors

1. Number of Directors. The affairs of this Association shall be managed by an initial Board of five (5) directors, who need not be members of the Association. Directors elected after the initial board must be a member of the Association, a member of Oak Place,

L.L.C., a member of Plantation Springs Homebuilders, L.L.C., or a shareholder or director of Millineum Builders, Inc. with the stipulation that at least one director must be a member of Oak Place, L.L.C.

2. Term of Office. At the first annual meeting the members shall elect five (5) directors for a term of one (1) year. At each annual meeting thereafter, the members shall elect five (5) directors for a term of one (1) year.

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.

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 in the performance of his duties if approved by the Board.

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.

6. Miscellaneous. As long as five (5) or more lots of said subdivision are owned by Oak Place, L.L.C., there will be a member of Oak Place, L.L.C. on the Board of Directors of the Association. Placement of a member of Oak Place, L.L.C. 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 below, there are no representatives from Oak Place, L.L.C. elected to said Board, then, in such event, the director receiving the fewest votes shall be deleted from the list of directors-elect and a representative of Oak Place, L.L.C. will be substituted therefor. Oak Place, L.L.C. shall appoint a representative to be placed on the Board in the event this procedure is employed. If the director representative from Oak Place, L.L.C. is not elected but otherwise appointed under this procedure, his or her appointment shall

0099-338

0099-338 35

cease upon Oak Place, L.L.C. failing to own five (5) or more lots in said subdivision. In such case, the Board of Directors of the Association shall appoint a Director to fill the unexpired term as provided for in Article XI, #6.

ARTICLE VIII.

Nomination and Election of Directors

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, as specified in Article VII of these Bylaws.

2. Election. Election to the Board of Directors shall be by majority vote of a quorum of members present and entitled to vote. At such election the members 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.

ARTICLE IX.

Meeting of Directors

1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least two (2) times each year with at least seven (7) days written notice to all directors. Meetings will be held at such place and hour as may be fixed from time to time by resolution of the Board.

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 seven (7) days written, telefaxed, e-mailed, or oral notice to each director.

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 X.

Powers and Duties of the Board of Directors

1. Powers. The Board of Directors shall have powers 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) 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
 - (c) employ attorneys, accountants, managers, independent contractors, or such other employees as they deem necessary and to prescribe their duties.
 - (d) appoint other committees as deemed appropriate in carrying out its purposes.
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 forty-five (45) days in advance of each annual assessment period;

(2) send written notice of each assessment to every owner subject thereto at least one month 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 common area to be maintained, and cause all other duties of the Association to be performed insofar as money is available.

ARTICLE XI.

Officers

1. List of Officers. The officers of this Association shall be a President, Vice-Presidents, and Secretary/Treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create. Any officer elected after the initial term, must be a member of the Association or a member of Oak Place, L.L.C., a member of Plantation Springs Homebuilders, L.L.C., or an officer or shareholder of Millineum Builders, Inc.

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.

**Bylaws of
Oak Place Homeowners Association
Page 12**

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.

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.

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.

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.

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.

ARTICLE XII.

Duties of Officers

1. President. 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.

2. Vice President. 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.

3. Secretary/Treasurer. The Secretary/Treasurer 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

Bylaws of
Oak Place Homeowners Association
Page 13

Association together with their addresses, and shall perform such other duties as required by the Board. The Secretary/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 property ownership 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 of its regular annual meeting, and deliver a copy of each to the members.

ARTICLE XIII.

Architectural Control Committee

The initial Architectural Committee will be made of five members, namely: Gary Gamble, Kathy Gamble, Darrell Rumble, Dewayne Oakley, and Wade Gilchrist. The members of the Association shall have the power to replace any member on the Architectural Control Committee at the annual meeting or at a special meeting and two thirds of the owners of the lots must approve the change. However, there will be no change of the membership of the Architectural Control Committee as long as Oak Place, L.L.C., the developer, Millineum Builders, Inc., or Plantation Springs Homebuilders, L.L.C. owns at least 10% of the lots unless such change is approved by the Developer. Any member of the Architectural Control Committee must be a member of the Homeowners Association, a member of Oak Place, L.L.C., a member of Plantation Springs Homebuilders, L.L.C., or a shareholder or director of Millineum Builders, Inc.

ARTICLE XIV.

Books, Records and Audits

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. At the discretion of the Board, the financial records of the Association will be audited at least every three years.

ARTICLE XV.

Special Assessments

Each member is obligated to pay the Association special assessments. Such special assessments must be passed at a regular or special meeting of the members by a vote of three-fourths (3/4) of a quorum of the members present and entitled to vote. Notice of intent to vote on such a special assessment shall be mailed to all members prior to the meeting. Any dues or assessments which are not paid when due shall be considered delinquent. Dues or any assessments not paid within fifteen (15) days after the due date shall bear a penalty of \$5.00 per day from the the date date 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. In addition, if the Secretary/Treasurer of the Association files a sworn Affidavit in the Office of the Judge of Probate of Lauderdale County, Alabama, of delinquent dues which have been past due for at least 12 months, then a lien will be created against the lot or lots owned by such delinquent member(s).

ARTICLE XVI.

Corporate Seal

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

ARTICLE XVII.

Amendments to Bylaws

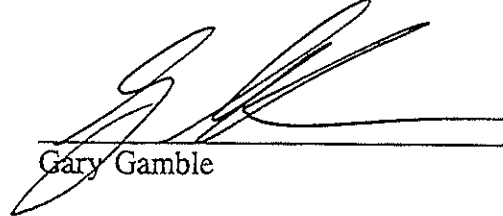
1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of three-fourths (3/4) of a quorum of members present and entitled to vote. The By-Laws cannot be amended unless written notice of intent is mailed with notice of such meeting.

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.

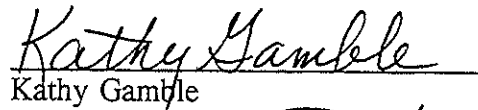
ARTICLE XVIII.

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.



Gary Gamble 6-9-99



Kathy Gamble 6-9-99



Darrell Rumble 6-8-99



Dewayne Oakley 6-8-99



Wade Gilchrist 6-8-99

THIS INSTRUMENT PREPARED BY:

YATES, MITCHELL, BERNAUER
WINBORN & MORTON

Joe H. Yates
P.O. Drawer 10
Florence, Alabama 35631
(256) 764-0582
99-1065
corp\inp\oakplace.by1

0099-338 42

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that Gary Gamble, Kathy Gamble, Darrell Rumble, Dewayne Oakley, and Wade Gilchrist, whose names are signed to the foregoing Bylaws and who are known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 9th day of June, 1999.

Melanie H. Moore
Notary Public
My Commission Expires: 4-21-2003

STATE OF ALABAMA
LAUDERDALE COUNTY
I CERTIFY THIS
INSTRUMENT

JUN 9 12 59 PM '99

Dennis Mitchell
JUDGE OF THE STATE