

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FLINT RIDGE SUBDIVISION

LAUDERDALE COUNTY, ALABAMA

Recording Fee	47.00
TOTAL	47.00

This Declaration of Covenants, Conditions and Restrictions for Flint Ridge Subdivision is made by June McGee (hereinafter referred to as "Declarant" or "the Declarant") for the purposes herein set forth as follows:

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article II, Section 1 (hereinafter referred to as "Subdivision" or "the Subdivision") of this Declaration; and

WHEREAS, Declarant has divided the Subdivision into Lots and desires to establish and create a uniform plan for the development, improvement, and sale of the Lots so divided; and

WHEREAS, Declarant desires to subject the Subdivision to the covenants, conditions, restrictions, easements, assessments, and liens hereinafter set forth, each and all of which being for the benefit of the present and future Owners of the Lots in the Subdivision in that each and all of which ensure the preservation of the Lot values as well as the maintenance of Common Areas in the Subdivision; and

WHEREAS, Declarant deems it in the best interest of the present and future Owners of the Lots in the Subdivision to subject and bind the Subdivision to the jurisdiction and assessment of the Flint Ridge Homeowners' Association, Inc. (hereinafter referred to as "Association" or "the Association"), who shall have the duty to maintain and administer Common Areas of the subdivision and the power to administer, enforce, and collect any and all covenants, conditions, restrictions, easements, assessments, and liens hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the benefits and burdens of all covenants, conditions, restrictions, easements, assessments, or liens set forth hereinafter shall run with the land and shall be forever binding upon any person having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns, and the enforcement and governance of said covenants, conditions, restrictions, easements, assessments and liens is hereafter subject to the jurisdiction and assessment of the Association:

ARTICLE I
Definitions

The following words, when used in this Declaration or in any Supplementary Declaration (unless the context shall prohibit), shall have the following meanings:

(a) "Articles of Incorporation" or "Articles" shall mean the Articles of Incorporation of Flint Ridge Homeowners' Association, Inc., as such document may be amended.

(b) "Association" shall mean and refer to Flint Ridge Homeowners' Association, Inc., a nonprofit, nonstick, membership corporation incorporated under the laws of the State of Alabama, its successors and assigns.

(c) "Association Expenses" shall mean and include the actual and estimated expenses of operating the Association, both for general and Parcel purposes, including any reasonable reserve, all as may be found necessary and appropriate by the Board pursuant to the Declaration, the By-Laws, and the Articles of Incorporation.

(d) "Board of Directors" or "Board" shall mean the governing body of the Association, and the Board shall have such duties as are provided in the Declaration, the By-Laws, the Articles of Incorporation, and the Alabama Nonprofit Corporation Act.

(e) "By-Laws" shall refer to the By-Laws of Flint Ridge Homeowners' Association, Inc. as such document may be amended from time to time.

(f) "Certificate of Occupancy" shall mean any required certification issued by the appropriate governmental authorities as a prerequisite to occupancy of any Lot.

(g) "Common Areas" and/or "Common Property" shall mean and refer to all real and personal property now or hereafter owned by the Association, or any easement granted for the nonexclusive, common use and enjoyment of the Owners and Occupants including, but not limited to, the Flint Branch Creek Trail.

(h) "Declarant" and/or "Developer" shall mean and refer to June McGee, her estate thereof, her successors-in-title and assigns, provided any such successor-in-title or assign shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the real property described in Exhibit "A," attached hereto, and provided further, in the instrument of conveyance to any such successor-in-title or assign, such successor in title or assign is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder by the grantor of such conveyance; provided, further, upon such designation of such successor Declarant, all rights of the former Declarant in an to such status as "Declarant" hereunder shall cease, it being understood that as to all of the property described in Exhibit "A," attached hereto, which is now or hereafter subject to this Declaration, there shall be only one person, including the estate of such person, or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any one point in time.

(i) "Declaration" and/or "Covenants" shall mean this Declaration of Covenants, Conditions, and Restrictions for Flint Ridge Subdivision.

(j) "Flint Ridge" and/or "Flint Ridge Subdivision" shall mean all of the Property described in Exhibit "A," along with any and all future phases on said Property.

(k) "General Assessments" shall mean assessments levied for Association Expenses determined by the Board to benefit all Owners and Occupants.

(l) "Improvements" shall mean and refer to all dwellings, any building, structure, planting, or device constructed, erected, or placed upon any Lot or Common Area which in any way affects the exterior appearance of any Lot or Common Area. Improvements shall include, by way of illustration and not limitation, buildings, sheds, foundations, covered patios, underground utilities, septic tanks, roads, driveways, trees, shrubbery, landscaping, fences, screening, walls, signs, and any other artificial or man-made changes or alterations to the natural conditions of any Lot.

(m) "Lot" shall mean and refer to any portion of the Subdivision which will be owned in fee simple by an Owner. Upon the recordation of the Subdivision plat, each lot indicated thereon shall be deemed a Lot for purposes of this Declaration.

(n) "Majority" shall mean those eligible votes, Owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total eligible number.

(o) "Member" shall mean a Person that is a member of the Association as provided in this Declaration.

(p) "Mortgage" shall mean any first mortgage, deed of trust, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

(q) "Mortgagee" shall mean the holder of a Mortgage.

(r) "Occupant" shall mean any Person occupying all or any portion of a Residence or other property located within the Subdivision for any period of time, regardless of whether such Person is a tenant of the Owner of such Property.

(s) "Owner" shall mean and refer to the record owner, including Declarant, of fee simple title to any Lot and/or Residence, whether a corporation, partnership, proprietorship, association or other entity of any nature, including natural persons, including the estate thereof, but shall not include (i) any Mortgagee unless and until such Mortgagee has foreclosed on its Mortgage and purchased such Lot or (ii) any lessee, purchaser, contract purchaser or vendor who has an interest in any Lot solely by virtue of a lease, contract, installment contract or other agreement.

(t) "Person" shall mean any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, estate, or other legal entity.

(u) "Residence" shall mean a portion of the Subdivision designated for any type of independent use and occupancy as a residence by a single family. Residence shall include all portions of the land owned as well as any structure thereon, as described above. All references to a Lot herein shall include the term "Residence," except where it is clear that a different usage is intended.

(v) "Residential Use" shall mean and refer to the occupancy of any Lot for single-family residential housing purposes.

(w) "Subdivision" and/or "Property" shall mean and refer to that certain real property and interests therein described in Exhibit "A," attached hereto, and such additions thereto of other real property as may be made by the Association by Supplementary Declaration.

(x) "Subdivision-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Subdivision. Such standard may be more specifically determined by the Board of Directors of the Association.

(y) "Supplementary Declaration" shall mean an amendment or supplement to this Declaration which subjects additional property to this Declaration or imposes, expressly or by reference, additional restrictions and obligations on the land therein described, or both.

(z) "Total Association Vote" shall mean all of the votes attributable to members of the Association (other than votes of the Declarant, as long as Declarant has the right to appoint and remove the directors of the Association) and the consent of the Declarant (as long as Declarant has the right to appoint and remove the directors of the Association).

ARTICLE II

Property Subject to This Declaration

Section 1. Property Subject To This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions hereinafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration is the real property described in Exhibit "A," attached hereto and by reference made a part hereof.

Section 2. Mutuality of Benefit and Obligation. The provisions of this Declaration are made (a) for the mutual and reciprocal benefit of each Lot and Common Area within the Subdivision and are intended to create mutual, equitable servitudes upon and in favor of each Lot, (b) to create reciprocal rights and obligations between the respective Owners and all future and subsequent Owners of any Lot within the Subdivision, their respective heirs, successors and assigns.

ARTICLE III

Association Membership and Voting Rights

Section 1. Membership. Every Owner shall be a Member of the Association. There shall be only one membership per Lot. If a Lot is owned by more than one person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in this Declaration and in the By-Laws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. Membership shall be appurtenant to and may not be separated from ownership; however, any Owner of a Residence not occupied by the Owner may, in the lease or other written instrument, assign the Owner's voting right appurtenant to that Residence to the Occupant, provided that a copy of such instrument is furnished to the Secretary within a reasonable time. An Owner's right to vote may be suspended as provided in this Declaration or as provided in the By-Laws.

Section 2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B."

(a) Class "A." Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall have one equal vote for each Lot/Residence in which they hold the interest required for membership under Section 1 of this Article; provided, however, there shall be only one vote per Lot. Notwithstanding the above, the Owner of two (2) contiguous Lots, as shown on the final subdivision plat recorded in the Public Records, on which one residential dwelling is constructed which crosses the boundary line separating Lots, shall have only one vote for such Lots.

(b) Class "B." The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under this Declaration, the By-Laws and the Articles, are specified in the relevant sections of those respective documents. The Class "B" Member may appoint all or a Majority of the members of the Board of Directors, as determined in the By-Laws, during the Class "B" Control Period which shall continue until the first to occur of the following, at which time the Class "B" membership shall terminate:

- (i) Declarant no longer owns a Lot in the Subdivision;
- (ii) Ten (10) years from the date of execution of this Declaration; or
- (iii) When, in its discretion, the Class "B" member voluntarily relinquishes such right.

ARTICLE IV Assessments

Section 1. Purpose of Assessment. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefits, and enjoyment of the Owners and Occupants in the Subdivision, including the maintenance of real property, all as may be more specifically authorized from time to time by the Board of Directors.

Section 2. Type of Assessments. Each owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expresses in such deed, covenants and agrees to pay to the Association General Assessments, and reasonable fines as may be imposed in accordance with the terms of this Declaration and the By-Laws. General Assessments shall be levied for Association Expenses determined by the Board of Directors to benefit all Owners and Occupants, and shall be allocated among all Lots in the Subdivision.

Section 3. Creation of Lien and Personal Obligation for Assessments. All Assessments, together with late charges, interest (not to exceed the maximum lawful rate), costs, and reasonable attorneys' fees actually incurred shall be a charge on the land and shall be a continuing lien upon the Lot against which assessment is made. Each such assessment, together with late charges, interest, costs, and reasonable attorneys' actually incurred, shall also be the personal obligations of the Person who was the Owner of such Lot at the time the assessment fell due. Each owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure. Assessments shall be levied equally on all Lots and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days written notice of the annual assessments, unless otherwise provided by the Board, shall be paid in annual, semi-annual, or quarterly installments as the Board determines.

Section 4. Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs, and reasonable attorneys' fees actually incurred, as provided herein, shall be secured by a lien on such property in favor of the Association. Such lien shall be superior to all other liens and encumbrances of such Lot, except for (a) liens for ad valorem taxes; and (b) liens for all sums unpaid on a First Mortgage or on any Mortgage to Declarant duly recorded in the land

records of Lauderdale County, Alabama and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument. All other Persons acquiring liens or encumbrances on any property subject to this Declaration after this Declaration shall have been recorded in the records of the office of the Judge of Probate of Lauderdale County, Alabama shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments or installments thereof which are not paid in full by the date specified by the Board shall be delinquent. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. If the assessment is not paid when due, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest, not to exceed the maximum legal rate, on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorneys' fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association and its agents the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting through the Board and on behalf of the Owners, shall have the power to bid at any foreclosure sale or to acquire, hold, lease, mortgage or convey foreclosed property. No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, by non-use of Common Areas, or abandonment of the Lot. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or any other order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each owner. All payments shall be applied first to costs and attorneys' fees, then to late charges, then to interest, and then to delinquent assessments.

Section 6. Budget. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which may include a capital contribution or reserve. The Board shall cause the budget and the assessments to be levied against each Lot for the following year to be delivered to each Owner at least thirty (30) days prior to the end of the current fiscal year. In the event that the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the current year shall continue for the succeeding year.

ARTICLE V
Maintenance

Section 1. Association's Responsibilities. The Association shall maintain and keep in good repair the Common Area. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Area. The foregoing maintenance costs shall be assessed as a part of the General Assessment, as determined by the Board in accordance with this Declaration.

(a) Flint Branch Creek Trail. The Association shall hereafter be responsible for the maintenance and landscaping of Flint Branch Creek Trail. Every Member shall have a right and easement of ingress and egress, use and enjoyment in and to the Flint Branch Creek Trail which shall be appurtenant to and shall pass with the title to his property. Notwithstanding the foregoing, the Trail shall be restricted to horse and foot traffic only, with horses always having the right of way. No motorized vehicles of any kind shall be permitted on the trail, maintenance excepted. Hunting on Flint Branch Creek Trail is strictly prohibited. Any additional covenants, conditions, or restrictions that the Association wishes to place on the Trail, as well as the termination thereof, shall be controlled by the provisions of Article VII Section 2 and Section 3.

Section 2. Owner's Responsibility. Each Owner shall maintain or cause to be maintained in a safe, clean, and attractive condition all property subject to this Declaration which is owned directly or indirectly by such Owner in a manner consistent with the Subdivision-Wide Standard and this Declaration. Such maintenance obligation shall include, without limitation, the following: prompt removal of all litter, trash, refuse, and waste; lawn mowing on a regular basis; tree and shrub pruning; watering landscaped areas; keeping improvements, exterior lighting, and maintenance facilities in good repair and working order; keeping lawn and garden areas alive, free of weeds, and attractive; keeping driveways in good repair; complying with all governmental health and police requirements; and repair of exterior damages to improvements.

In the event that the Board determines that (a) any Owner or designee has failed or refused to discharge properly his obligations with regard to the maintenance, repair or replacement of items for which he is responsible hereunder; or (b) that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful, or negligent acts of an Owner, his or her family, guests, lessees, invitees, or designee then, the Association may perform the repair, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner or designee ten (10) days' written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at the Owner's or the Owner's designee's sole cost and expense.

ARTICLE VI Use Restrictions and Rules

Section 1. General. This Article beginning at Section 2 sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may only be amended in the manner provided in Article VII Section 2 and 3, hereof regarding the Term and Amendment to this Declaration. In addition, the Board may, from time to time, without consent of the Owners, promulgate, modify, or delete other use restrictions and rules and regulations applicable to the Subdivision. Such use restrictions and rules shall be distributed to all owners and occupants prior to the date they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, modified or cancelled in accordance with the provisions contained in Article VII Section 2 and Section 3 herein. The Subdivision is a horse-friendly community; thus, the ownership and

maintenance of horses is expressly permitted notwithstanding any provision contained within this Declaration, or any future Supplemental Declaration.

Section 2. Residential Use. All Lots shall exclusively be used for single-family residential purposes, and no more than one (1) Residence may be erected on a single Lot. No business or business activity of any kind whatsoever shall be carried on in or upon any Residence or Structure at any time. Leasing of a Residence shall not be considered a business or a business activity. Any variance granted to an Owner in accordance with the provisions set out in Section 13 of this Article VI which tends to violate the restrictions set out in this section with respect to any Lot shall in no way be construed as a waiver of the restrictions set out in this section with respect to any other Lot.

Section 3. Occupants Bound. All provisions of this Declaration, By-Laws, and of any rules and regulations, use restrictions or design guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. If a fine is first levied against an Occupant and is not paid timely, the fine may then be additionally levied against the Owner.

Section 4. Minimum Floor Space. All Residences shall have a minimum heated floor space, excluding basements or other sub-grade porch space, garages, and car ports, of no less than one thousand two hundred square feet (1,200).

Section 5. Temporary Structures. No trailer, tent, shack, barn, or any other such temporary structure may be used as a Residence, whether temporarily or permanently. No mobile homes are permitted, including any type of mobile camper. For purposes of illustration, and without limiting any provision contained herein, a barn may be erected on any Lot in the Subdivision, before or after a Residence is erected on the Lot, but the barn so erected may not be used as a Residence.

Section 6. Building Materials. Any Residence and/or Structure erected on any Lot in the Subdivision shall be constructed with high quality, architectural grade materials, which are pleasant in appearance, and which are in conformance with the prevailing Subdivision-Wide Standard.

Section 7. Camping. A mobile camper may be used for recreational camping purposes; however, the mobile camper so used must be removed from the lot after each camping event and in no case may a camping event last for more than fourteen (14) consecutive days, or for more than fourteen (14) days in any twenty eight (28) day period.

Section 8. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept for any kind of commercial purpose with the exception of dogs, cats, or other usual and common household pets in reasonable number as determined by the Board; provided however, those pets which are permitted to roam free, or in the sole discretion of the Board, endanger health, make excessive noise, or constitute a nuisance to the Association members or Occupants may be removed by the Board.

Section 9. Nuisance. It shall be the duty of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Subdivision shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in a unkempt or untidy condition or that will be obnoxious to the eye; nor shall any substance be kept that will emit any foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, health, or

serenity of the occupants of the surrounding properties. No noxious or offensive activity shall be carried on within the Subdivision, nor shall any action be taken that tends to cause embarrassment, discomfort, annoyance, or nuisance to any Person.

Section 10. Unsanitary or Unkempt Conditions. The pursuit of hobbies and activities, specifically including, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Subdivision. There shall be no chert pits, abandoned automobiles, equipment, or appliances on any part of the Subdivision.

Section 11. Firing Ranges, Fireworks. No portion of the Subdivision shall be used for a firing range or firework display, whether public or private.

Section 12. Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written consent of the Board or its designee. Declarant, however, expressly reserves the right to replat any Lot owned by Declarant during the time in which the Declarant is in exercise of the Control Period.

Section 13. Variations. The Board of Directors, in its sole and absolute discretion, shall have the right to grant variations and exceptions with respect to the provisions of this Declaration with respect to any Lot. Any request for a variance or exception submitted to the Board shall be in writing and, upon approval of the same by the Board, shall be evidenced by a written document executed by either the President or Vice President of the Board. No exception granted by the Board shall constitute a waiver of the restriction in any manner unless the exception is explicitly made on a Subdivision wide basis or made, by resolution, to affect all Lots within the Subdivision.

Article VII General Provisions

Section 1. Enforcement. Each Owner and every Occupant shall comply strictly with the By-Laws, the rules and regulations, and the use restrictions, all as may be amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration, as may be amended from time to time, and in the deed to his or her property within the Subdivision, if any. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the By-Laws, the rules and regulations, use restrictions, or design guidelines shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board, on behalf of the Association, or, in a proper case, by an aggrieved Owner or Occupant. Furthermore, the Board shall be entitled to recover costs and reasonable attorneys' fees from the Owner and/or Occupant upon being the substantially successful party in any litigation resulting from an Owner and/or Occupant failing to comply with this Declaration in any material respect. Failure by the Board or any Owner or Occupant to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of violation of the Declaration, By-Laws, and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

Section 2. Term. The terms, covenants, conditions and restrictions set forth in this Declaration shall run with and bind all of the Subdivision, shall inure to the benefit of all Owners and Mortgagees

and their respective heirs, executors, personal representatives, administrators, successors and assigns, and shall be and remain in effect for a period of ninety-nine (99) years from and after the date hereof, after which time this Declaration shall automatically renew and extend for successive and continuous periods of ten (10) years each, unless, at any time after twenty (20) years from the date hereof, an agreement executed by the Owners of no less than one-hundred percent (100%) of the Lots within the Subdivision agree to modify or terminate this Declaration, and the results of the vote thereof is recorded in the records in the office of the Judge of Probate of Lauderdale County, Alabama.

Section 3. Amendment. The covenants, conditions, and restrictions set forth in this Declaration may only be amended, modified, or terminated by a one-hundred percent (100%) vote by the Members of the Association; however, during the Declarant's Control Period the Declarant has the sole right and ability to veto any amendment, modification, or termination, by delivering to the Board, within ten (10) days of the vote taken thereon by the Members of the Association, a written notice that the Declarant has exercised the right to veto the amendment, modification, or termination. Furthermore, the Members of the Association may, from time to time, upon a majority vote of the Members of the Association, add further covenants, conditions, and restrictions to the Lots in the Subdivision.

Section 4. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provisions of this Declaration to any Person or to any Property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 5. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 6. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of George W. Bush, former President of the United States.

Section 7. Notice of Sale. If an owner sells his or her Lot, the Owner shall give to the Board, in writing, the name of the purchaser of the Lot and such other information as the Board may reasonably require.

Section 8. Implied Rights. The Association may exercise any right or privilege given to it expressly by the Declaration, the By-Laws, the Articles of Incorporation, any use restriction or rule, the design guidelines and every other right or privilege to it therein or reasonably necessary to effectuate any such right or privilege.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of the 9th
day of May, 2013.

June McGee
June McGee

State of Alabama)

County of Lauderdale)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that June McGee, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, she, being informed of the contents of this instrument, executed the same voluntarily.

Given under my hand and official seal, this 9th day of May, 2013.

AB Shell
Notary Public
My commission expires: 11/8/2016



EXHIBIT "A"
PROPERTY SUBMITTED

All that property according to the Plat of Flint Ridge Subdivision, as recorded on the 30th day of April, 2013, in Plat Book 7, page 250, in the Office of the Judge of Probate of Lauderdale County, Alabama.

N 88°09'12" E 1817.52'

TRACT 2
57.21 ACRES ±

S 02°26'44" E 1115.17'

N 00°19'58" E 1768.80'
2015.85'

S 88°26'35" W 400.00'
N 00°28'36" W 422.95'
S 87°53'55" W 569.32'

S 00°50'35" E 1091.49'

N 89°11'15" E 918.56'

TRACT 1
11.71 ACRES ±

N 88°09'38" W 272.93'
N 01°12'01" W 228.62'
S 89°42'48" W 316.54'
N 00°15'47" E 1172.09'

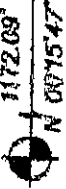
00' ACCESS EASEMENT

S 89°11'15" W 1200.95'
(BASE FOR BEARINGS)

BRENTWOOD SUBDIVISION
PLAT BOOK 6 PAGE 305

POINT OF COMMENCEMENT
SW CORNER OF SECTION 18,
T-2-S, R-10-W,
LAUDERDALE COUNTY, ALABAMA

COUNTY ROAD 25
(CAKA BRIDGE ROAD)
PLATTED 80' RIGHT OF WAY



RLPY 2013 22990
Recorded In Above Book and Page
05/14/2013 01:28:16 PM
James E. Hall, II
Probate Judge
Lauderdale County, AL

State of Alabama)

County of Lauderdale)

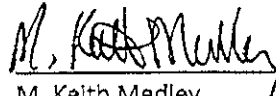
Recording Fee 11.00
TOTAL 11.00

SWORN AFFIDAVIT OF M. KEITH MEDLEY

Before me, the undersigned a Notary Public, in and for the said county and said state, personally appeared M. Keith Medley, being first duly sworn, deposes and states the following under oath:

"My name is M. Keith Medley, and I am a licensed attorney in Florence, Lauderdale County, Alabama. I drafted the Declaration of Covenants, Conditions, and Restrictions for Flint Ridge Subdivision, which I subsequently recorded in the office of the Judge of Probate of Lauderdale County in RLPY Book 2013 Page 22449 on May 10, 2013. In recording these, I mistakenly included a map of some real property that should not have been included as part of that document. It is my intention today to correct this error, and let it be known that the real property recorded in RLPY Book 2013 Page 22461 is in no way, shape, or form associated with the Flint Ridge Subdivision. For clarification, the last page of those covenants so recorded should be RLPY Book 2013 Page 22460 which appears in that document as Exhibit "A," and correctly identifies the real property subject to those covenants."

Further the affiant saith not.


M. Keith Medley

State of Alabama)

County of Lauderdale)

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that M. Keith Medley, whose name is signed to the foregoing Affidavit, and who is personally known to me, acknowledged before me on this day that, being informed of the contents of this document, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 14th day of May, 2013.




Notary Public
My Commission Expires: 11/8/2016

STATE OF ALABAMA

DOMESTIC NONPROFIT CORPORATION
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Nonprofit Corporation under Section 10A-1-3.05 and 10A-3-3.02 of the Code of Alabama 1975 this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the corporation's initial registered office is located. The information required in this form is required by Title 10A.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the corporation's registered office is/will be located. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the Secretary of State for the state filing fee of \$100.00 and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is issued. Once the Secretary of State's Office has indexed the filing the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link – you may search by entity name. Your notification of filing was provided by the Probate Judge's Office via a stamped copy and the Secretary of State's Office does not send out a copy. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your corporation will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

This form must be typed or laser printed.

1. The name of the corporation: Flint Ridge Homeowners Association, Inc.
2. A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached.
3. This nonprofit corporation (MUST check one):
 has Members or has no Members

This form was prepared by: (type name and full address)

M. Keith Medley Johnson, Paseur & Medley, LLC 1847 North Wood Avenue Florence, AL 35630
--

RLPY 2013 24621
 Recorded In Above Book and Page
 05/24/2013 09:19:11 AM
 James E. Hall, II
 Probate Judge
 Lauderdale County, AL

Recordins Fee	53.00
TOTAL	53.00

(For County Probate Office Use Only)

(For SOS Office Use Only)

DOMESTIC NONPROFIT CORPORATION CERTIFICATE OF FORMATION

4. Street (No PO Boxes) address of principal office of the corporation: 390 Culver Ellis Boulevard, Killen,
Alabama 35645

Mailing address of principal office (if different from street address): Same as the Street Address of the
Principal Office

5. The name of the Registered Agent: Terry McGee

6. Street (No PO Boxes) address of Registered Agent (if different from principal office address):
Same as the Street Address of the Principal Office

Mailing address of Registered Agent (if different from street address): Same as the Street Address of the
Principal Office

7. Purpose for which corporation is formed: Maintain/administer Common Areas and the power to administer/
enforce/collect any and all covenants/conditions/restrictions/easements/assessments/liens; the
 purpose includes the transaction of any lawful business for which nonprofit corporations may be
 incorporated in Alabama under Title 10A, Chapter 3 of the Code of Alabama.

8. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

9. The name(s) of the Incorporator(s): M. Keith Medley

Street (No PO Boxes) address of Incorporator(s): 1847 North Wood Avenue, Florence, Alabama 35630

Mailing address of Incorporator(s) -- (if
 different from street address): Same as the Street Address of the Incorporator Listed Above
 Attach a listing if more Incorporators need to be added (type "see attached" in the name line).

10. The number of Directors constituting the initial Board of Directors is 3. The initial Directors names
 and addresses must be listed in this Certificate of Formation.

Director's Name: Larry McGee

Street (No PO Boxes) address of Director: 252 Plantation Springs Drive, Florence, Alabama 35630

Mailing address of Director(s) - (if different
 from street address): Same as the Street Address of the Director Listed Above

DOMESTIC NONPROFIT CORPORATION CERTIFICATE OF FORMATION

Director's Name: Terry McGee

Street (No PO Boxes) address of Director: 390 Culver Ellis Boulevard, Killen, Alabama 35645

Mailing address of Director(s) - (if different from street address): Same as the Street Address of the Director Listed Above

Director's Name: Sarah McGee

Street (No PO Boxes) address of Director: 2890 Highway 43, Killen, AL 35645

Mailing address of Director(s) - (if different from street address): Same as the Street Address of the Director Listed Above

Attach listing if more Directors need to be added (type "see attached" in the name line for the first Director on this form).

11. Unless an attachment to this Certificate of Formation provides that a change in the number of directors shall be made only by amendment to the Certificate of Formation, a change in the number of directors made by amendment to the bylaws shall be controlling. In all other cases, whenever a provision of the Certificate of Formation is inconsistent with a bylaw, the provision of the Certificate of Formation shall be controlling.

Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or regulation of the internal affairs of the nonprofit corporation, including any provisions for distribution of assets on dissolution or final liquidation.

05 / 24 / 2013
Date (MM/DD/YYYY)

M. Keith Medley
Signature as required by 10A-1-3.04

M. Keith Medley
Typed Name of Above Signature

Incorporator
Typed Title/Capacity to Sign under 10A-1-3.04