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Probate Judge
Henry County, Alabama
Recording Fee
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE OAKS ON MAIN SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 31 day of January, 2020 by Alfred Saliba Corporation, a Corporation (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Alfred Saliba Corporation is the Owner of that real property described in the plat of a Subdivision (hereinafter referred to The Oaks on Main) and recorded in the Office of the Judge of Probate of Henry County, Alabama, in Plat Book 3, Page 23 all of the property lying and being in Henry County, Alabama;

WHEREAS, the Declarant desires to establish and enforce uniform standards of development quality and to provide for the effective preservation of the appearance, value, and amenities of The Oaks on Main, which establishment, enforcement, and preservation shall benefit all Owners of the property located thereon and, to that end, desires to subject said real property to the protective covenants, conditions, and restrictions herein contained, all of which are for the benefit of the said real property and the Owners thereof; and

NOW, THEREFORE, the Declarant hereby declares that the lots of The Oaks on Main shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements which are for the purpose of protecting the value and desirability of, and which shall with, the property and be binding on all parties having any right, title, or interest in the property or any part thereof, their heirs, successors and assigns (hereinafter "Owner" or "Owners"), and shall inure to the benefit of each Owner thereof.

**ARTICLE I
GENERAL COVENANTS AND RESTRICTIONS**

1.1 Land Use and Building Type. No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached building, not to exceed two stories in height. The building plan and plot plan must have prior written approval from the Architectural Control Committee (hereinafter "ACC"). For structures other than main building refer to Section 1.2. Anything other than a single house on a single lot shall not be approved by ACC (Architectural Control Committee).

1.2 Architectural Control. All TV satellite dishes shall not be visible from the street. No main building, storage building, cabana, swimming pool, fences, walls, basketball goals, clotheslines, or any other structure shall be erected, placed or altered on any lot in the

subdivision until the plans, material specifications and plot plan showing the location and design of such buildings or structures have been expressly approved as to conformity and harmony of external design and location with existing structures in the subdivision and as to the location of the buildings or other structures, in respect to topography and finished ground elevation by the ACC. Approval shall be as provided in Article II.

1.3 Size and Quality. It is the intention and purpose of these covenants to assure that all dwellings are of quality workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded. The heated and cooled area of the main structure, exclusive of porches and garages, shall be no less than 1500 square feet.

1.4 Exterior Materials Specifications.

- a. Wall Material: Exterior wall material shall be brick , painted brick, or siding . The front elevation shall have a minimum of 18" of brick rowlock . Wall material above plate height shall be brick, fiber-cement or vinyl. Indentions for covered porches may be brick , fiber-cement or vinyl.
- b. Roofs: All houses shall have pitched roofs with a minimum roof pitch of 5/12. Shed roofs for porches that protrude from the back of the house may have a lower pitch. Houses may have gabled or hipped roofs or a combination thereof. Roofing colors are to be limited to the following colors:

TAMKO

- Rustic Slate
- Weathered Wood
- Black Walnut
- Rustic Black

CERTAINTEED

- Charcoal Black
- Moire Black
- Weathered Wood
- Driftwood

- c. Color Palette: Exterior color selections shall be submitted for ACC approval.

1.5 Landscaping. The Owner shall plant and maintain a minimum of two (2) hardwood trees of not less than a 1-1/2" caliper. The trees may be oak, maple, or elm and will be placed in the front yard. All yards shall have sod at the front, sides and minimum 20' of the rear yard. Air conditioning units must be covered by a brick wall or shrubs so that it isn't viewable from the street.

- Quercus phellos, (Willow Oak)
- Quercus imbricaria, (Laurel Oak)
- Quercus texana, (Nuttall Oak)
- Quercus lyrata, (Overcup Oak)

Quercus shumardii, (Shumard Oak)
Quercus palustris, (Pin Oak)
Quercus virginiana, (Live Oak)
Acer rubrum 'HOSR', (Summer Red Maple)
Acer rubrum 'Florida Flame', (Florida Flame Maple)
Ulmus parvifolia 'Drake', (Drake Elm)
Ulmus parvifolia 'Allee', (Allee Elm)
Magnolia grandiflora 'DD Blanchard', (Magnolia DD Blanchard)
Magnolia grandiflora 'Claudia', (Magnolia 'Claudia')
Liriodendron tulipifera, (Tulip Poplar)
Lagerstroemia 'Natchez', (Crape Myrtle 'Natchez')

1.6 Building Location. The setback line will vary depending on the lot condition and the location of the adjacent home. No building shall be located on any lot nearer than 25' from the front property line. A minimum of 25' building setback on any side street or 8 feet to any interior lot lines. For the purpose of this covenant, eaves, steps and fireplace chases shall not be considered as part of an interior, provided, however, that this shall not be construed to permit any portion of a building or a lot to encroach upon another lot. All setbacks shall be approved by the ACC.

1.7 Driveways. No lot shall have more than one driveway, which will be no wider than 12' at the street, but may start tapering past the property line.

1.8 Garages. Garages must be directly attached to the house. * Garage roofs shall be consistent in shape and pitch to the main house roof structure Carports are NOT allowed. * Minimum of 2 car garages.

1.9 Walls and Fencing. No fence or wall shall be erected or placed upon any lot unless the design, construction and location of such fence or wall without the expressed written approval by the ACC. All sections of fences and walls that are visible from the street shall be constructed of wood or masonry or equivalent. If the fencing is constructed of wood, the good side must be installed to the outside. Fencing shall not disrupt the flow of water for drainage purposes. All fences shall start at the rear corner of each house.

1.10 Mailboxes. All mailboxes and numbers shall be the same design, as specified by the ACC.

1.11 Nuisance. No noxious or offensive activities shall occur on any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

1.12 Temporary Buildings. No building materials of any kind or character shall be placed or stored on the property until the Owner is ready to commence improvements and then such material or temporary building shall be placed within the property line of the lot or parcel of land upon which the improvements are to be erected and shall not be used for other than construction purposes; and expressly, such temporary structure or buildings shall not be used for residential or sales office purposes.

1.13 Storage Buildings. Detached garages must be built with material that blend with materials on the house. The front must be brick to match the house also. The design, construction, and location of such building shall be expressly approved in writing by the ACC. No portable storage buildings are allowed.

1.14 Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale, or one sign used by a builder to advertise the property during the construction and sales period.

1.15 Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any property, with the exception of dogs, cats, and other usual and common household pets in reasonable number, as determined by the Board. No animals shall be kept, bred, or maintained for commercial purposes within the property. All pets shall be reasonably controlled by the owner whenever outside a property and shall be kept in such a manner as to not become a nuisance by barking or other acts. Dog owner's shall not allow such dog to be at large (off the owner's property) upon the property of another of another without the property owner's permission, upon the public streets, or rights-of-way unless under the restraint of a leash or chain. The owners of the pet shall be responsible for all of the pet's actions. If, in the sole opinion of the Board, any animal becomes dangerous or an annoyance or nuisance in the property, or to nearby property or destructive to wildlife, they shall be removed from the property. Pet owners are responsible for proper disposal of pet waste in all common areas.

1.16 Disposal of Refuse. No garbage, trash, ashes, refuse, inoperative vehicles (that have been inoperative for more than thirty days), or other waste shall be thrown, or dumped on any lot or street in the subdivision or permitted to remain upon any such place. All incinerators or other equipment for the storage of, or disposal of such material shall be kept in a clean and sanitary condition.

1.17 Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevation between two and six feet above the roadway section of a street property line with the edge of a driveway shall be permitted. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such lines.

1.18 Drying of Laundry. No structure or apparatus may be constructed for the outdoor drying of laundry or wash.

1.19 Excavations. No excavation, except such as is necessary for the construction of improvements, shall be permitted.

1.20 Boats, House and Travel Trailers. No house trailers, travel trailers, recreational vehicles or motor homes are allowed to be parked in the subdivision for more than 24 hours. No boat or utility trailer shall be parked where visible from the street.

1.21 Oil and Mining Operations. No oil drilling, oil development operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

2.1 Membership. The initial ACC shall be composed of Tommy Horne, Brandon Price, and Fred Saliba. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. The members of the Committee shall not receive compensation for services performed pursuant to this covenant.

2.2 Procedure. All requests for approval shall be submitted in writing to the Committee. Such submittal must include a duplicate set of plans that will be retained by the Committee. Approval by the Committee shall be evidenced either by (i) the signature of an authorized member of the Committee on a set of plan; or (ii) a letter from the Committee approving the plans as submitted. As set forth hereinabove, no improvements to any lot may proceed without prior written approval of the Architectural Review Committee.

2.3 Term. Until turn-over of the Association and the election of Directors by the membership of the Association, as set forth in Section 6.4 below, the Declarant shall have the sole and exclusive right to appoint and remove all members of the Architectural Review Committee. Upon turn-over of the Association, the Board of Directors elected by the membership of the Association shall then appoint the Architectural Review Committee.

ARTICLE III EASEMENTS

3.1 Road Easements. The Declarant hereby expressly reserves unto itself and to its successors assigns, and invitees, forever, a non-exclusive perpetual road easement on, over, across and upon the roadways shown on the Plat of The Oaks on Main Subdivision.

3.2 Utility and Drainage Easements. The Declarant reserves unto itself, its successors and assigns, a perpetual, non-exclusive easement and right, on, over, across, and under the ground to construct and maintain storm water drainage facilities and to erect, maintain, and use electric and telephone wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water, streetlights, or other public conveniences or utilities, and such other easements as are shown on the recorded Plat of The Oaks on Main. The easements expressly include the right to cut any trees, bushes, shrubs, hedges, etc. and include the right to grade, ditch, and any like action reasonably necessary to provide economical drainage and utility installation.

3.3 Entry Easements. Declarant reserves for the Declarant and the Association an easement across every lot, and the Declarant and the Association shall have the right to enter upon any lot for any of the purposes in this Declaration in order to exercise, enjoy and carry out any and all of the rights and powers of the Declarant or the Association stated in this Declaration. Entry upon any lot shall not be deemed a trespass, and the Declarant and the Association shall not be liable for any damage so created unless such damage is caused by the willful misconduct or negligence of the party against whom damages are sought to be collected.

3.4 Entry Easements. Declarant hereby expressly reserves for the Declarant and the Association a fifteen feet (15') wide perpetual easement for signage and landscaping. Lot 3, Block "A" and Lot 29, Block "A."

ARTICLE IV COMMON AREAS

4.1 Owner's Easements of Enjoyment. Every Owner of a lot shall have the right of use and enjoyment in and to the common areas shown on the Plat of The Oaks on Main, which right of use and enjoyment shall be appurtenant to and shall pass with the title for every lot subject to the following provisions:

- a. The right of the Declarant and the Association, from time to time, to make and amend reasonable regulations concerning the use of the common areas; and
- b. The right of the Declarant and the Association to suspend the right of use and enjoyment of any common area by any Owner for any period during which any assessment against said Owner's lot remains unpaid.

4.2 Restrictions. All Owners shall be subject to the following restrictions regarding all common areas in The Oaks on Main Subdivision:

- a. No child under the age of thirteen (13) shall be allowed in any common area without adult supervision.
- b. No motorcycles, four wheelers, go-carts, or other motorized recreational or all-terrain vehicles allowed in any common area.

ARTICLE V
ASSESSMENT OF ANNUAL CHARGE

5.1 Personal Obligation of Owners. The Owner of any lot by acceptance of a deed or other conveyance for such lot, whether or not it shall be expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Declarant of the Association such fees that are assessed by the Declarant or the Association, and agrees that non-payment of such fees creates a lien on the Owner's lot. Notwithstanding the foregoing, the Declarant shall not be required to pay assessments on lots owned by the Declarant.

5.2 Assessment. All Owners, commencing with the year 2020, will be assessed a charge equal to a specified number of dollars per lot, commencing on the date of purchase. It is specifically understood and represented that the utility charges to each lot, including cable, sewer, water, electricity, telephone, gas (if any) and other utilities are the separate and personal responsibility of the lot Owner and are not part of any assessments provided for herein. Builders are not required to pay assessments until the property is sold or occupied.

5.3 Purpose of Assessments. The assessments levied by the Declarant or the Association shall be for the general purposes of promoting the recreation, health, safety, welfare, common benefits, and enjoyment of the Owners and occupants in The Oaks on Main , and for the improvement and maintenance of the common areas of The Oaks on Main, including without limitation the entrance, park, detention/drainage areas, and street lights (referred to herein as "Common Expenses").

5.4 Types of Assessments. There are hereby created assessments for Common Expenses as the Declarant or the Association may specifically authorize from time to time. There shall be two types of assessments: a) the Base Annual Assessment; and b) Special Assessments, each of which is described herein. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the The Oaks on Main property, is deemed to covenant and agrees to pay these assessments.

5.5 Base Annual Assessment. The Base Annual Assessment shall be used to fund Common Expenses for the general benefit of all lots. The Base Annual Assessment of \$350. 00 shall be paid yearly. This assessment may be adjusted annually based upon an approved budget by the Board.

5.6 Special Assessments. In addition to Base Annual Assessment, the Declarant or the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Special Assessments shall be payable in such manner and at such times as determined by the Declarant or Association and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. After turn-over of the Association by the Declarant, as set forth in Section 6.4, any Special Assessment shall require the affirmative vote or written consent of members holding more than 50 percent of the total votes.

5.7 Date of Commencement of Assessments. The obligation to pay assessments shall commence as to each lot on the first day of the month following the month in which the Declarant or the Association first determines a budget and levies assessments pursuant to this Article. The first Base Annual Assessment levied on each lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the lot.

5.8 Assessment Notice. As soon as may be practical in each year, the Declarant or the Association shall send a written bill to each Owner stating the amount of the Base Annual Assessment as well as any other assessments assessed against each such lot, stated in terms of the total sum due, and that unless the member shall pay the Base Annual Assessment within thirty (30) days following the date of receipt of the bill, the same shall be deemed delinquent and will bear interest at the rate of twelve percent (12%) per annum until paid. Assessment notices may be sent electronically.

5.9 Base Annual Assessment Amount. The amount of the Base Annual Assessment shall be established annually by the Declarant or the Association.

5.10 Creation of Lien and Personal Obligation for Assessments. If an Owner shall fail to pay any assessments within sixty (60) days following receipt of the bill referred to in Section 5.8 hereof, and within thirty (30) days after additional written notice that the Owner is delinquent in his payment, in addition to the right to sue the Owner for a personal judgment. The Declarant or the Association shall have the right to enforce a lien on said property. All assessments, together with interest (at the rate set forth hereinabove), as computed from the date the delinquency first occurs. Late charges, costs, and reasonable attorney's fees, shall be a charge and continuing lien upon each lot against which the assessment is made until paid. Each such assessment, together with interest, late charges, costs and reasonable attorney's fees also shall be the personal obligation to the Owner of such lot at the time the assessment arose. Upon a transfer of title to a lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, any Mortgagee who obtains title to said lot by exercising the remedies provided in its Mortgage shall be liable for unpaid assessments, which accrued prior to such acquisition of title.

5.11 Obligations of the Declarant or the Association with Respect to Funds. The Declarant or the Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of the Base Annual Assessment or any other assessment, and carry forward as surplus any balances remaining; nor shall the Declarant or the Association be obligated to apply any such surpluses to the reduction of the amount of the Base Annual Assessment in the succeeding year, but may carry forward from year to year such surplus as the Declarant or the Association in its absolute discretion may determine to be desirable. The Declarant or the Association shall provide access to all Owners to annual accounting of funds expended and balances remaining.

ARTICLE VI
THE OAKS ON MAIN PROPERTY OWNERS ASSOCIATION, INC

6.1 The Association. The Declarant shall cause to be formed an association to be known as The Oaks on Main Property Owners Association, Inc. (referred to herein as the "Association"), with such powers and duties as are set forth in the articles and bylaws of the Association not inconsistent with this Declaration.

6.2 Membership. Every Owner of a lot, by virtue of such ownership, shall be a member of the Association. No Owner, whether one or more persons, shall have more than one (1) membership per lot owned. If a lot is owned by more than one person, all co-owners shall be entitled to the privileges of membership; however, there shall be only one vote per lot. All such co-owners shall be jointly and severally obligated to perform the responsibilities of Owners hereunder.

6.3 Board of Directors. The affairs of the Association shall be governed by a Board of Directors. The Board can establish general rules. The number of Directors of the Association shall initially be three (3). The Board of Directors of the Association may, by resolution of a majority of the existing Directors, change the number of Directors from time to time.

6.4 Declarant Directors; Turn Over of Association. The initial Directors shall be elected by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant. The Declarant shall have the right to appoint the Board of Directors until no later than sixty (60) days after the closing of the sale of the last lot within The Oaks on Main that is owned by Declarant or at such earlier time as Declarant voluntarily turn over these rights to the voting members of the Association. Each Owner, by acceptance of a deed or other conveyance of property within The Oaks on Main, vests in Declarant such authority to appoint and remove Directors of the Association.

ARTICLE VII
GENERAL PROVISIONS

7.1 Term or Restrictions; Amendment. These covenants and restrictions are to run with the land, and shall be part of all deeds and contracts or conveyances of any and all lots in this subdivision and shall be binding on all parties and all persons claiming under them for a period of 20 years, after which time said covenants shall be automatically extended for two (2) successive periods of ten (10) years. These covenants and restrictions may be changed or terminated, in whole or in part, by a duly recorded instrument signed by the then Owners of a majority of the lots. Until turnover of the Association as set forth hereinabove, any amendment to these covenants and restrictions shall require the affirmative vote or the written consent of the Declarant.

7.2 Enforcement. The board or any committee established by the Board, with the Board's approval, may impose sanctions for violation of the Governing documents. Such sanctions may include, without limitation:

- (a) imposing monetary fines which shall constitute a lien upon the Lot of the violator,
- (b) filing notices of violations in the Public Records providing record notice of any violation of the Governing Documents;
- (c) suspending an Owner's right to vote
- (d) suspending any Person's right to use the Common Area and any part of the Exclusive Common Area; provided however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot and
- (e) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) Days delinquent in paying any assessment or other charge owed to the Association.

7.2 Proceedings against Violators. If any Owner, tenant or occupant of this subdivision shall violate or attempt to violate any of these covenants and restrictions while in force and effect, it shall be lawful for any other person or persons having any ownership interest in any lot in the subdivision to prosecute any proceedings at law or in equity against any person violating or attempting to violate such covenants and restrictions and either to them from doing so or to recover damages for such violations. In no event and under no circumstances shall a violator of any covenant or restriction herein contained, arrange a forfeiture or reverter to title.

7.3 Invalidation of any Covenants. Invalidation of these covenants or restriction by judgment or restrictions by judgment of court order shall in no way affect any other provision which shall remain in full force and effect.

7.4 Attorney Fees and Court Costs. If the party attempting to enforce these restrictions shall prevail in any proceeding at law or at equity, such party shall be entitled to recover reasonable attorney fees and court costs, which will be assessed against the party which is found to be in violation of such restrictions.

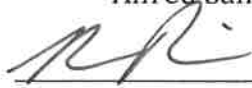
7.5 Abatement or Removal of Violations. Violations of any restrictions or covenant shall give the Declarant or the Association the right to enter upon the property where such violations exist and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed as trespass.

7.6 Deed Restrictions. The Declarant, its successors, or its designated representative, may make other restrictions applicable to any lot by appropriate provisions in the contract for deed or in any deed without otherwise modifying the general plan herein outlined, and such other restrictions shall inure to the benefit of other lots in the subdivision and shall bind the grantees and their respective heirs, successors or transferees in the manner as though they had been expressed herein.

Done this the 31 day of January, 2020.

Alfred Saliba Corporation

By



Brandon Price
It's Authorized General Manager

STATE OF ALABAMA,
HOUSTON COUNTY.

I, the undersigned authority in and for said County and State, hereby certify that Brandon Price whose name as General Manager of Alfred Saliba Corporation, an Alabama Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of the said instrument, he, with full authority, executed the same voluntarily for and as the act of said Company.

Given under my hand and seal this the 31 day of January, 2020



Notary Public

My commission expires: 1/22/23

**BYLAWS OF THE OAKS ON MAIN PROPERTY OWNERS ASSOCIATION,
AN INCORPORATED ASSOCIATION.**

ARTICLE I

The name of this Association is The Oaks on Main Property Owners Association, an incorporated Association hereinafter referred to as the "Association". The principal Office of the "Association" shall be located at 410 N. Shady Lane, Dothan, AL 36303.

ARTICLE II: DEFINITIONS

1. "Association" shall mean and refer to Property Owners Association, an incorporated Association, its successors and assigns.
2. "Subdivision" shall mean and refer to that certain real property known as Subdivision per map or plat thereof in the Office of the Probate Judge or Henry County, Alabama and Plat Book 3 Page 23
3. "Common Area". The Association, subject to the rights of the Owners set forth in this Declaration, shall manage and control the Common Area and all improvements thereon (including, without limitation, landscaping, recreational facilities, if any, furnishings, equipment, and other personal property of the Association), and shall keep it in attractive condition and good repair, consistent with the community-Wide Standard. The Board is specifically authorized, but not obligated, to retain or employ professional management to assist in carrying out the Association's responsibilities under this Declaration, the cost of which shall be a Common Expense.
4. "Common Area". All real and personal property, including easements, which the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners.
5. "Common Expense". The actual and estimated expenses incurred, or anticipated to be incurred by the Association for the general benefit of all Owners, including any reasonable reservem, as the Board may find necessary and appropriate pursuant to this Declaration, the By-Laws, and the Articles.
6. "Developers" shall mean and refer to Alfred Saliba Corporation.

ARTICLE III: MEETING OF MEMBERS

1. Annual Meetings. The meeting of the members of the Association shall be held annually. If possible, the annual meetings shall be held on the same day and time each year.
2. Special meetings of the members of the Association may be called at any time by the President or by the Board of Directors or upon written request of the owners who are entitled to vote of the Association.
3. "Notice of Meeting". Written notice of each annual meeting and special meeting of the members of the Association shall be given by, or at the direction of, the President who is authorized to convene meetings, by mailing a copy of such notice not less than Thirty (30) days nor more than Sixty (60) days in advance of such meeting to each lot owner entitled to vote, addressed to the owner's address in the Subdivision or to such other address as may be supplied by an owner. Notice shall specify the place, day and hour of the meeting, and in case of special meetings, the purpose of the meeting.
4. "Voting Rights". The Association shall have two (2) classes of membership: Class "A" members and Class "B" members, which are as follows:
 - a. Class "A" members shall be the owners with the exception of Class "B" members, if any. Class "A" members shall be entitled to one (1) vote in the Association of each lot owned. When more than one person is the owner of any lot, the vote for such lot shall be exercised as those persons or entities themselves determine and advise the secretary of the Association prior to any meeting. In the absence of such advice, the lot's vote shall be suspended in the event more than one person seeks to exercise it.
 - b. Class "B" member shall be the Declarant and any successor Declarant who takes title for the purpose of development and sale, and who is designated as such in a recorded instrument executed by the Declarant. The Class "B" member shall be a voting number of votes of Class "A" members plus one (1) vote until such time when Class "B" votes terminate and convert to Class "A" votes.
5. "Termination of Class 'B' Membership". The Class "B" membership shall terminate and be converted to Class "A" membership upon the happening of the earlier of the following:
 - a. When Class "A" members, other than the Declarant, owns one hundred (100) percent of the lots.
 - b. When the Declarant so determines.

From and after the happening of these events, whichever occurs earlier, the Class "B" member shall be deemed to be a Class "A" member. At such time, the Declarant shall call a meeting to advise the membership of the termination of Class "B" status and to elect the members of the Board of Directors.

ARTICLE IV: OFFICERS AND DIRECTORS

1. The Officers of the Association shall be a President, Vice President, secretary-Treasurer, and three (3) Directors. The affairs of the Association shall be managed by the Officers and Directors. The Officers and Directors shall be elected at the first annual meeting and their terms of Office shall be for a period of one (1) year. In the event of the death, or resignation of an Officer or Director, his or her successor shall be selected by the remaining members of the officers and Board of Directors and the successor shall serve the non-expired term of his or her predecessor. No Officer or Director shall receive any compensation for services rendered to the Association. Officers or Directors may be reimbursed for actual expenses incurred in exercising their duties here under. Meetings of the Association shall be governed by **Robert's Rule of Order**.

ARTICLE V: POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. Powers of the Officers and Board of Directors. The Officers and Board of Directors shall have the power to adopt rules and regulations governing the use of the common areas, to assess annual assessments for the maintenance and beautification of the common areas. Such assessments for maintenance and beautification of the common areas shall not apply to the developer except to the extent that the developer's liability for any assessment shall be limited to the amount of assessment for one (1) lot regardless of the number of lots actually owned by the developer at the time the assessment is made. It is contemplated that the developer will bear the initial cost and expense of improvements of common area but that the developer's liability for subsequent maintenance will be limited as expressed above. This provision is not intended to restrict the lot owners other than the developer from entering into any lawn maintenance agreements or other agreements for beautification of the common areas.

At such time as the developer deems reasonable, the Association shall assume sole responsibility for the expense of the maintenance of common area in such dedicated phase of plat.

ARTICLE VI: PURPOSE OF THE ASSOCIATION

1. The stated purpose of the Association is to maintain and beautify the common area located within the Subdivision. The developer acknowledges that the common area is under the dominion and control of Henry County and are subject to such restrictions as Henry County may impose on the Association with respect to beautification and maintenance. The Association is established for the purpose of maintaining and beautifying the common area.
2. Alfred Saliba Corporation has total control over improvement and cost of the common area until:
 - a. Ninety percent (90%) of the lots have sold
 - b. 2 years have passed
 - c. Or longer if developers so desires.

ARTICLE VII: INSURANCE AND CASUALTY LOSSES

Association Insurance

1. Required coverage's and payment of premiums. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverage's as are reasonably available:
 - a. Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area, if any, and on other portions of the Area of common Responsibility to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. The Association shall have the authority to and interest in insuring any property for which it has maintenance or repair responsibility, regardless of ownership. All property insurance policies by the Association shall have

policy limits sufficient to cover the full replacement cost of the insured improvements;

- b. Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, the commercial general liability coverage (including primary and any umbrella coverage) shall have a limit of at least one million dollars (\$1,000,000.00) per occurrence with respect to bodily injury, personal injury, and property damage, provided should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverage's or limits.

Witnessed this the 31 day of January, 2020.

Alfred Saliba Corporation



Brandon Price
It's Authorized General Manager

I, the Undersigned Authority in and or said County and State, hereby certify that Brandon Price, whose name as General Manager of Alfred Saliba Corporation, is signed to the foregoing restrictions, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the restrictions, he/she, as such Officer and with full Authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and Official Seal this the 31 day of January, 2020.



Notary Public

Exp 1/22/23



ALFRED SALIBA CORPORATION
 410 North Shady Lane
 Dothan, AL 36303
 334/793-6789

MSB MidSouth Bank
 Ashford, Alabama 36312

11758:

61-386/621
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*pay the bill + 0%
 /10*

DATE 3/5/2020

CHECK NO.

AMOUNT 53.00

PAY
 TO THE
 ORDER
 OF

Alfred Saliba



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