

STATE OF ALABAMA)
COUNTY OF SHELBY)

DECLARATION OF PROTECTIVE COVENANTS
FOR
WHITE OAK MANOR SUBDIVISION



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Shelby Cnty Judge of Probate, AL
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KNOW ALL MEN BY THESE PRESENTS, THAT:

THIS DECLARATION OF PROTECTIVE COVENANTS (hereinafter referred to as the "Declaration") is made as of this 15th day of March, 2017, by CLAYTON 47 INVESTMENTS, LLC, an Alabama limited liability company, (hereinafter referred to as the "Developer" or "Declarant"), and WHITE OAK MANOR OWNER'S ASSOCIATION, INC., an Alabama nonprofit corporation (hereinafter referred to as the "Association") which declares that the real property hereinafter described as White Oak Manor, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth (sometimes hereinafter referred to as the "Declaration" or "Protective Covenants").

WHEREAS, the undersigned Developer, CLAYTON 47 INVESTMENTS, LLC, an Alabama limited liability company, is presently the owner of all the real property in the Final Plat of WHITE OAK MANOR SUBDIVISION, a Residential Subdivision, as recorded in Map Book 47, Page 34, and Revised Final Plat of WHITE OAK MANOR SUBDIVISION, a Residential Subdivision, as recorded in Map Book 47, Page 47, in the Probate Office of Shelby County, Alabama, which is more particularly described by metes and bounds legal description attached hereto and made a part hereof as Exhibit "A".

WHEREAS, the Developer desires to establish and enforce uniform standards of development quality and to provide for the effective preservation of the appearance, value and amenities of real property herein described and for the maintenance and administration of certain areas thereof which benefit all owners of property therein and, to this end, desires to subject said real property, together with such additions thereto as may hereafter be made, to the Protective Covenants, all of which are for the benefit of the said real property and each owner thereof; and

WHEREAS, the Developer further desires to include in the Declaration additional easements, covenants and restrictions for the regulation and use of the Subject Property, including without limitations architectural requirements for the construction of improvements within the Subject Property, easements and restrictions relating to the use of the Subject Property, and covenants for the repair and maintenance of Common Areas within the Subject Property, in order to promote the appearance and value of the Subject Property and for the benefit of the owners of the Subject Property;

WHEREAS, the Developer has created a nonprofit corporation (the "Association") to which it has delegated the responsibility for the management and regulation of the Common Areas and assigned the powers of

enforcing the provisions of this Declaration and of levying assessments against the owners of the Subject Property to enable the Association to perform such obligations;

NOW, THEREFORE, the Declarant declares that the real property described in Section 2.01 hereof, and such additions thereto as may hereafter be made pursuant to Section 2.02 hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the Protective Covenants, all of which shall be construed as and deemed to be covenants running with the land and shall be binding on and inure to the benefit of all parties having a right, title or interest in the said real property, as well as their heirs, successors and assigns.

ARTICLE I

DEFINITIONS

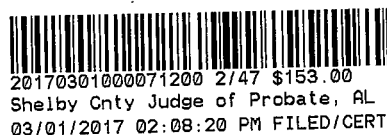
The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

1.1 "Association" shall mean and refer to WHITE OAK MANOR OWNER'S ASSOCIATION, Inc., an Alabama nonprofit corporation, as well as its successors or assigns. This is the Declaration of Protective Covenants to which the Certificate of Formation, Articles of Incorporation, (hereinafter referred to as the "Articles") and By-Laws, (hereinafter referred to as the "By-Laws") of the Association make reference. Copies of the Certificate of Formation, Articles and By-Laws are attached hereto and made a part hereof as EXHIBITS "B", "C" and "D", respectively.

1.2 "Common Area" shall mean and refer to all real and/or personal property which the Association and/or the Declarant owns, leases, or has otherwise acquired for the common use and enjoyment of the members of the Association, and all real and/or personal property within or in the vicinity of the Property (hereinafter defined) in which the Association and/or the Declarant has an interest for the common use and enjoyment of the members of the Association, including, without limitation, a right of use (such as but not limited to, easements for surface water collection and retention, and licenses to use recreational facilities). The use of the Common Area shall be restricted to park landscape, entry features, directional graphic system, drainage and retention, landscape medians, security, safety, equine paths, pedestrian paths, roads, lighting, recreational facilities or any other use to which the Board of Directors of the Association may accede.

Declarant agrees that all of the Common Area, fee simple title to which may be owned or held by Declarant, shall be conveyed to the Association not later than sixty (60) days after Declarant relinquishes control of the Board of Directors pursuant to Article Six of the Articles of the Association.

1.3 "Declarant" shall mean and refer to CLAYTON 47 INVESTMENTS, LLC, an Alabama Limited Liability Company, or its successors or assigns if such successors or assigns acquire any portion of the Property from the Declarant and is designated as successor Declarant(s) by CLAYTON 47 INVESTMENTS, LLC.



1.4 "Institutional Mortgagee" shall mean and refer to any federal or state chartered bank, life insurance company, federal or state savings and loan association, credit union or real estate investment trust which holds a first mortgage or other first lien or charge upon any Lot or portion of a Lot or any interest therein which is of record in the Office of the Judge of Probate of Shelby County, Alabama.

1.5 "Lot" shall mean and refer, to the individual lots (as defined in the Subdivision Regulations of the City of Chelsea) as reflected on subdivision plat(s) for the Property as recorded in the Office of the Judge of Probate of Shelby County, Alabama, as the same may be amended from time to time. Any portion of the Property not included in the subdivision plat shall be considered a single Lot.

1.6 "Owner" shall mean and refer to one or more persons or entities who or which have fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.7 "Property" shall mean and refer to all real property which is presently or may hereafter be subject to this Declaration pursuant to Article II hereof.

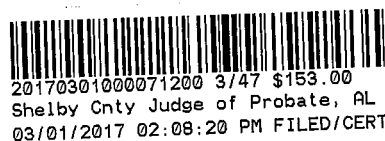
ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERETO, DELETIONS THEREFROM

2.1 **Legal Description.** The real property which presently is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Shelby County Alabama, and as described in the Final Plat of WHITE OAK MANOR SUBDIVISION, a Residential Subdivision, and recorded in Map Book 47, Page 34, and in the Revised Final Plat of WHITE OAK MANOR SUBDIVISION, a Residential Subdivision, and recorded in Map Book 47, Page 47, all in the Office of the Judge of Probate of Shelby County, Alabama, which is more particularly described by metes and bounds legal description attached hereto and made a part hereof as Exhibit "A".

2.2 **Additions to Property.** Upon the approval in writing of the Association, the owner of any property who desires to subject it to this Declaration, may file a Supplementary Declaration to that effect in the Office of the Judge of Probate of Shelby County, Alabama. Such Supplementary Declaration may contain such complementary additions to and modifications of the Protective Covenants as the Association shall determine to be necessary or proper to reflect the different character, if any, of the additional property, provided they are consistent with the general plan of this Declaration.

2.3 **Withdrawals of Property.** The Association may at any time or from time to time withdraw portions of the Property from this Declaration, provided only that the withdrawal of such portions of the Property shall not, without the joinder or consent of the Owners of Lots constituting two thirds (2/3) of the then existing acreage of the Property, increase by more than one-fourth (1/4) the share of Association expenses payable by the Owners of Lots which would remain subject hereto after such withdrawal. The withdrawal of Property as aforesaid shall be evidenced by filing in the Office of the Judge of Probate of Shelby County, Alabama, a Supplementary Declaration setting forth the portions of the Property to be so withdrawn.



2.4 **Platting and Subdivision of the Property.** The Declarant shall be entitled at any time and from time to time, to subdivide, plat and/or re-plat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property. No Lot may be subdivided or re-surveyed without the express written consent of the Declarant or without the written consent of two thirds (2/3) of the Owners of the Lots which are a part of the Property.

ARTICLE III EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

3.1. That said property shall be used for residence and non-commercial recreational and agricultural purposes only and not for any purpose of business or trade.

3.2. Any residence constructed shall be a one family dwelling.

3.3. A secondary residence may be constructed to be a guesthouse on any lot but only one such guesthouse per lot. If a guesthouse is built, the guesthouse may not be sold separately from the sale of the main dwelling.

3.4. No main dwelling shall be erected in said development unless the following listed minimum square footage requirements are complied with (exclusive of porches or garages).

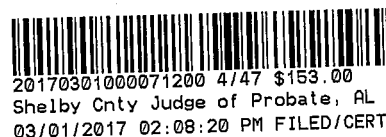
3.5. One story structure, 2400 square feet of finished and heated living area, excluding basement. All floor plans and elevations to be approved by the ACC.

3.6. One and one-half (1 ½) story structure, a minimum of 2600 square feet of finished and heated living area, with a minimum of 1800 square feet on the first floor and a minimum of 800 square feet on the second level.

3.7. Two (2) story structure, a minimum of 2600 square feet of finished and heated living area, with a minimum of 1300 square feet on each floor.

3.8. A secondary residence such as a guesthouse will have minimum square footage of 1800 in one level, 2000 square feet in 1 1/2 story, 1000 square feet on each level of a two story.

3.9. No trailer or other temporary residence shall be maintained on any lot except that a permanent barn equipped with a septic system and approved by the Architectural Control Committee (ACC) (see Article IV) may contain guest quarters and be used indefinitely as a part-time basis and may be used for up to a maximum of two (years) as a temporarily full time residence while a permanent residence is being built. The Architectural Control Committee will have to approve this in writing. When using a barn as a temporary or part-time residence or guesthouse quarters, the lot owner shall be knowledgeable of and fully comply with all relevant requirements of the Shelby County Health



Department. Guest quarters in a permanent barn may be in addition to the guesthouse allowed in Section 3.3.

3.10. A barn or stable for horses and/or storage of boats, lawn equipment, etc. and/or for guest quarters may be constructed and must be approved in writing by the Architectural Control Committee. The ACC must be given a construction plan and must show the location of the structure on the lot.

3.11. Fences may be erected with approval of the Architectural Control Committee. No razor wire or barbed wire fencing will be allowed. Chain link, wire or metal fencing (other than wrought iron) may not be used in view of roads. Use of chain link, wire or metal fencing in other areas must be approved in writing to the ACC. Privacy type fencing may not be erected in front of a dwelling, or closer to the road than the minimum setback distance of forty (40) feet (front set back).

3.12. No lot may be subdivided or reduced in size except as provided in Section 2.4 hereinabove.

3.13. Dogs and cats are allowed-limited to 4 each per lot. Horses are allowed based on the number horses allowed by the City of Chelsea zoning ordinances. No more than two (2) beehives per lot. Horses and fowl shall not be housed, fed or watered within 150 feet from the boundary of nearest existing residence on any abutting or adjacent property. Piles of feed or bedding shall be located no closer than 100 feet from a right-of-way line or property line to minimize odor and nuisance problems. Manure shall be stored for removal and disposed of in accordance with all applicable county, state and federal regulations. No manure piles shall be located closer than 100 feet from a right-of-way line, property line, wetland, watercourse or other water body. The raising of horses and/or fowl shall be incidental to the operation of a farm. Pets shall not create a nuisance to surrounding lot owners nor be vicious in nature. It shall be within the authority of the ACC to determine what constitutes a nuisance, disturbance or vicious in nature.

3.14. No commercial vehicles may be stored or maintained on any lot. A motor home, travel home, recreational vehicle, or camper, may be stored out of view from the street and other lots (but in no case in front of the house) or may be stored in the barn if one is constructed. Outdoor storage of abandoned or inoperable vehicle, shall not be allowed.

3.15. No more than six (6) cars shall be regularly maintained outside at any single lot.

3.16. No exterior radio, television antennas, or satellite dishes shall be permitted in front of a dwelling or if they are visible from the street, approval of Architectural Control Committee is needed.

3.17 Septic Systems. All septic tanks must be of an improved type, such tanks together with adequate field lines must be approved and completely acceptable to the Shelby County Health Department. No septic tank or field line shall be constructed within 20 feet of an adjoining property line. No sewer or drainage lines shall be constructed or laid which shall empty on or become a nuisance to an adjoining lot, property line or road.



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ARTICLE IV
ARCHITECTURAL CONTROL COMMITTEE AND PLAN APPROVAL

4.1. The Architectural Control Committee (the "ACC") shall consist of Del Clayton, Howard O'Neal and Lou Pierce. The majority of the committee may designate a representative to act for it in the event of death or resignation of any member of the committee. Remaining members shall have full authority to designate a successor.

4.2. No buildings or outbuildings of any type, gazebo or fence shall be erected, placed or altered on any lot until the construction plans and the specifications and the plans showing the location of the construction have been approved by the Architectural Control Committee. Outbuildings with an industrial or commercial appearance will not be allowed.

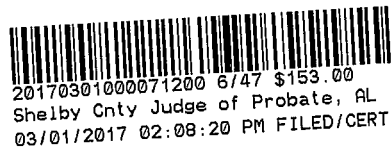
4.3. One set of prints of the drawings (herein referred to as "plans") for each house or other structure (such as a barn or stable) proposed to be constructed on each lot shall be submitted for review and approval or disapproval by the committee. The plans submitted to the committee shall be retained by the committee. Said plans should be delivered to the offices of Associa McKay Management, Attn.: Angie Glass, 5 Riverchase Ridge, Birmingham, AL 35244.

4.4. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fail to approve or disapprove within 60 days after plans and specifications have been submitted to it or in any event if no suit to enjoin the construction has been commenced after the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

4.5. When the developer has sold all the lots in the subdivision, the ACC will be comprised of three (3) individuals who are lot owners of the lots within the property and at such time the affirmative vote of a majority of the members of the committee shall be required in order to issue any permit and authorization set forth herein.

ARTICLE V
ENTRANCES AND EASEMENTS

5.1 Owner's Easement With Respect to Common Areas. Every Owner shall have a right and easement of enjoyment in and to all Common Areas subject to the limitations set forth in Section 5.4 of this Declaration.

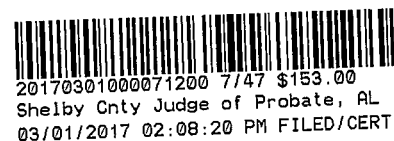


5.2 Owner's Mutual Reciprocal, Non-Exclusive, Easement for Ingress and Egress and/or Utilities, Other Services and Drainage. In the event that all of the Owners shall agree, they may elect to create, by having all affected Owners file a declaration in the Office of the Judge of Probate of Shelby County, Alabama, one or more mutual, reciprocal, non-exclusive easement(s) in favor of each Owner, in common with all other Owners, and their respective tenants, employees, guests, invitees, licensees, agents and contractors under, through and over such portions of the Property as are designated therein in order to: (1) permit vehicular and pedestrian traffic over, through and across such areas designated therein as may from time to time be paved and intended and designated for such purposes and use, and (2) install, maintain, use, repair and replace wires, pipes, conduits, utility lines, sewer and storm drainage lines and other services located or to be located on the Property. The use of each such easement may be made subject to such terms and restrictions as the Owners may agree and set forth in such declaration. In the event that all of the Owners shall agree, they may elect to have the Association maintain any such easement or easements.

5.3 Additional Easements and Uses. For so long as the Declarant owns any Lot, the Declarant, and, thereafter, the Association, on its own behalf and on behalf of all Owners, who hereby appoint the Declarants and/or the Association, as the case may be, irrevocably, as their attorney-in-fact for such purposes, shall have the right to grant such additional electric, telephone, water, sanitary sewer, landscaping, irrigation, security, maintenance, drainage, gas, cable television and/or other utility, recreational or service easements or facilities (subject to applicable restrictions), in any portion of the Property, and to grant access easements or relocate any existing access easements in any portion of the Property, as the Declarant or the Association shall deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, or for the general welfare of the Owners, or for the purpose of carrying out any provisions of this Declaration, provided (a) such new easements or relocation of existing easements will not, in the opinion of the Board of Directors of the Association, unreasonably interfere with any Owner's enjoyment of the portion of the Property owned by such Owner, (b) any required work is done at the sole cost and expense of the Association, and after completing such work, the Association will restore any portion of the Property which was affected to the same or as good a condition as existed immediately before the commencement of such work, and (c) following the completion of such work, the Association shall cause a survey to be made of the easement showing its location on the Property and cause the same to be recorded in the Office of the Judge of Probate of Shelby County, Alabama. Such right of the Declarant and/or the Association shall also include the right to provide for such simultaneous or concurrent usage of any presently existing or additional easements for such purposes, not infringing upon their stated purposes, as it may deem necessary or desirable, including, but not limited to, their use for the recreational purposes of the Owners, their respective tenants, employees, guests, invitees, licensees and agents.

5.4 Limitation. Any easements which may be created pursuant to this Article shall be appurtenant to and the benefits and burdens thereof shall pass along with the title to every Lot and are further subject to the following limitations:

- (a) All provisions of this Declaration and the Articles and By-Laws of the Association;
- (b) All rules and regulations governing the use and enjoyment of the Common Areas



which have been or may hereafter be adopted by the Association; and

(c) All restrictions contained on any and all plats of all or any part of the Common Areas or any other part or parts of the Property.

5.5 **Additional Documents.** All Owners shall be required to execute such other documents as are necessary or convenient to effectuate the intent of this Declaration with respect to all easements which may be created pursuant to this Article.

5.6. **Entrance maintenance, landscaping, lighting and waterfall, etc.**
The developer may elect to construct gates, lighting, landscaping, waterfalls, or other amenities at the entrance to White Oak Manor, which shall all be deemed as Common Areas. The developer will be responsible for the shortfall of the above costs until all lots are sold that are accessed by such entrance. At this time the above expenses become those of the lot owners for said entrance. The annual maintenance fees paid by the lot owners in ARTICLE VIII and XIII will be used to pay the above expenses.

5.7 **Grant of Nonexclusive Easements to Owners.** Subject to the terms and conditions of this Declaration and the rules and regulations from time to time established by the Board, Developer does hereby grant to each Owner and Occupant the nonexclusive right, privilege and easement of access to and the use and enjoyment of the Common Area in common with Developer, its successors, assigns, and licensees, and all other Owners and Occupants. The easement and rights granted pursuant to this Section 5.7 are and shall be permanent and perpetual, are nonexclusive, are appurtenant to and shall pass and run with title to each Lot as an appurtenance thereto and may not be severed, transferred, assigned or otherwise alienated separate or apart from a Lot. The easements and rights granted pursuant to this Section 5.7 are expressly subject to the rights reserved by Developer in this Article V.

5.8 **Grant of Easement to Governmental Authorities.** Developer does hereby grant to each branch, bureau, department and agency of the Governmental Authorities and their respective agents, employees and representatives, a permanent, perpetual and nonexclusive easement over, across, through and upon the Property within the Development for the purposes of performing such duties and activities related to law enforcement, fire protection, trash and refuse collection, building inspection services, mail and package delivery, medical and emergency services and any other functions or duties to be performed by the Governmental Authorities as shall be required or appropriate from time to time.

5.9 **Road Easement, Reservation of Controlled Access Easement.**

(a) **Common Roads.** Subject to the terms and conditions set forth in this Declaration, Developer does hereby grant to each Owner and Occupant a nonexclusive easement over and upon, and the right to use for pedestrian and vehicular travel and transportation purposes, the Access Road and the Development Entrance Road, as a Common Area in common with each other and the Developer and Association, and their respective, successors and assigns, and the rights of all other parties having any interest or rights in and to any or all of such Access Road and Development Entrance Road. Subject to the provisions of Section 5.9(b) below, the easement and right to use granted pursuant to this Section 5.9(a) shall be permanent and perpetual, are nonexclusive, are appurtenant to and shall pass and run with the title to each Lot. To the extent that the Developer is obligated to maintain or otherwise pay any

portion of the costs of maintaining Development Entrance Road under the easement agreement recorded in the Probate Office of Shelby County, Alabama, or otherwise, the Association shall assume all of the Developer's obligations relating thereto and such costs shall be included as Common Area Expenses pursuant to Article IX Section 9.1 below.

(b) **Maintenance and Control of Access Road.** Developer reserves for itself and the Association, and their respective successors and assigns, the exclusive right to maintain, repair and replace the Access Road, and the Development Entrance Road, including without limitation, streets, entrance ways, gates, bridges, landscaping, and related Improvements located on or about the Access Road and the Development Entrance Road, as Common Areas in accordance with Section 5.9 hereof; provided that no fences, walls, curbs or other obstructions shall be constructed which will impair the ingress and egress of vehicles and pedestrians, or the installation of utilities as herein provided, or otherwise unreasonably interfere with the easements herein granted. Developer reserves the exclusive right to change the location of the Access Road within a Lot to accommodate construction of Improvements constructed or to be constructed thereon so long as such change in location does not interfere with the easements herein granted. Developer also reserves for itself and the Association and their respective successors and assigns, the exclusive right, but not the obligation to regulate, control and police the traffic on the Access Road and the Development Entrance Road and from time to time to establish, modify, and enforce reasonable rules and regulations regarding the use of the Access Road, and the Development Entrance Road.

ARTICLE VI ROADS AND DRIVEWAYS

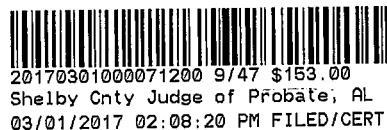
6.1. Roads in White Oak Manor Subdivision are private roads.

6.2. For the safety of development residents, a speed limit of 25 miles per hour shall be posted and observed by all lot owners and their guests on all roads and driveways located on access easements.

6.3. Road easements. Lot owners are responsible for maintaining road easement in a reasonable manner. As a minimum, mowing grass, cutting weeds and undergrowth and removing all trash.

6.4. The cost of maintenance of the entrance road and of that portion of developer installed roadways, will be the responsibility of the association after the recording of the plat. The cost of road maintenance will be the responsibility of lot owners serviced by each respective entrance road and the cost of such maintenance shall be shared equally by such lot owners serviced by said entrance road or the association.

6.5. Driveways. The first one hundred (100) feet of all driveways servicing any lot shall be tar and gravel to match the main private roadway. Thereafter, driveways may be constructed of tar and gravel, concrete, asphalt or gravel and are subject to approval by the ACC. A road from the primary dwelling to the barn or stable may be constructed.



6.6 **WARNING.**

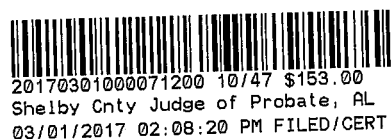
Use of the private road during construction and thereafter is restricted by agreement to the following:

- 6.6.1. NO CONCRETE TRUCK SHALL CARRY MORE THAN 7 CUBIC YARDS OF MATERIAL.
- 6.6.2. ALL DUMP TRUCKS HAULING PAY LOADS ARE LIMITED TO A MAXIMUM OF 18 TONS OF MATERIAL.
- 6.6.3. ALL VEHICLES SHALL LIMIT TRACKING OF MUD ONTO PAYMENT. TRACKING MUST BE CLEANED UP BY VIOLATORS/OWNERS.
- 6.6.4. ALL CONTRACTORS/OWNERS SHALL USE GOOD EROSION CONTROL PRACTICES AND KEEP A CLEAN WORK PLACE.
- 6.6.5. ALL COST OF REPAIR OR CLEAN UP OF ROADWAY DUE TO VIOLATION OF THIS NOTICE AND OR AGREEMENT SHALL BE THE SOLE RESPONSIBILITY OF SAID VIOLATOR/OWNER.
- 6.6.6. NO OFFLOADING OF HEAVY MACHINERY IS PERMITTED ON ANY ROAD WITHIN THE SUBDIVISION.
- 6.6.7. DURING CONSTRUCTION, GRAVEL MUST BE INSTALLED AT THE ENTRANCE OR DRIVE WAY AREA SO NO MUD CAN BE TRACKED IN THE ROAD AND SILT FENCE MUST BE INSTALLED ON ALL CONSTRUCTION SITES.

**ARTICLE VII
WHITE OAK MANOR OWNERS ASSOCIATION, INC.**

7.1. Every owner of a lot in WHITE OAK MANOR Subdivision is subject to assessment and shall be a member of the White Oak Manor Owner's Association, Inc. (hereinafter "Association"). Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to the provisions of the Protective Covenants.

7.2. The Association shall have one (1) class of voting membership. The members shall be owners and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot. (See Article X for rules governing voting.)



7.3. The initial annual assessment of One Thousand Six Hundred Fifty and 00/100 Dollars (\$1,650.00) to be paid for the maintenance of the common easement, entrance way, landscaping, waterfall and any other deemed common area maintenance within the subdivision. The assessment will be due and payable to the White Oak Manor Owner's Association, Inc. and will be prorated at the closing..

ARTICLE VIII COVENANTS FOR MAINTENANCE ASSESSMENTS

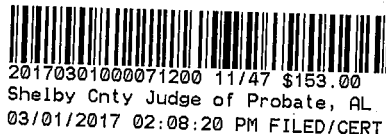
8.1. **Affirmative Covenant to Pay Assessments.** Each owner, by acceptance of a deed of other instrument of conveyance for a Lot, whether or not it shall be so expressed in any such deed or other instrument, including any purchaser at a judicial sale, shall be obligated and hereby covenants and agrees to pay to the Association, in the manner set forth herein, all Assessments determined in accordance with the provisions of this Declaration.

8.2. **Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for the preservation of the appearance, value and amenities of the Property, and in particular for the improvement, preservation, maintenance and administration of the Common Areas and of any easement in favor of the Association or owners and for the establishment of reserves therefore, as well as for such other purposes as are property undertaken by the Association.

8.3. **Annual Assessments.** The association shall levy Annual Assessments in such amounts as are necessary to meet the Common Expenses (as defined in Section VII below) and such other recurring or projected expenses as the Board may deem appropriate. The Assessment year for the Annual Assessment shall be the calendar year.

8.4. **Special Assessments.** In addition to the Annual Assessments specified in Section C above, the Association may at any time levy one or more Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or expected or unexpected repair to or replacement of any of the Common Areas, including any fixtures and personal property related thereto.

8.5. **Board of Duties of the Directors.** The Board of Directors of the Association shall fix the amount of all Assessments, the date of commencement for each Assessment; and the due date of such Assessment, or a per lot basis, at least thirty (30) days in advance of any such commencement date, and shall at that time, prepare a roster of the lots and Assessments applicable thereto, which roster shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the amount of the Assessment, the commencement and due dates shall be sent to every Owner subject thereto not later than thirty (30) days after fixing the date of commencement.



8.6. **Date of Commencement and Due Date for Assessments.** The liability of any lot for any Assessment shall commence on the date or dates (which shall be the first day of a month) fixed by the Board in the resolution authorizing such Assessment. The due date of any such Assessment (which may be different from the commencement date) shall also be fixed in the resolution authorizing such Assessment (but which need not be the first day of a month). Such Assessments shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as so fixed in the resolution authorizing the Assessment.

8.7. **Allocation of Assessment.** The Board shall allocate a portion of each Assessment to each lot in the proportion that each lot bears to the total number of lots within the Property (to the nearest one-thousandth).

8.8. **Certificates concerning Assessments.** The association, shall upon demand at any time, furnish to any Owner liable for any Assessment or his designee a certificate in writing signed by an officer of the Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

8.9. **Liability of Owners for Assessments.**

1. No Owner may exempt himself from liability for any Assessment levied against his lot by waiver of the use or enjoyment of any of the Common Areas, or be abandonment of the lot or in any other manner except as provided in subparagraph (b) below.

8.10. **Effect of Non-payment of Assessments: The Lien, the Personal Obligation; Remedies of the Association.**

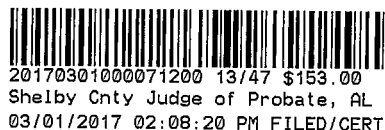
A. If any Assessment or other charge or lien provided for herein is not paid in full on the due date set by the Board, then such Assessment charge or lien shall become delinquent on the thirtieth day thereafter, and together with interest thereon and cost of collection thereof as are hereinafter provided, thereupon become a continuing lien on the Lot encumbered thereby, and also the personal obligation of its Owner, his heirs, and his or its successors and/or assigns. The personal obligation of any Owner to pay such Assessment, however, shall remain his or its personal obligation and shall not pass to any successors or assigns unless expressly assumed by them.

B. If any Assessment is not paid within thirty (30) days after the delinquency date, the Assessment shall bear interest from the date of delinquency at the highest interest rate allowed by law, and the Association may bring an action against the Owner personally obligated to pay the same and/or commence the foreclosure of the aforesaid lien against the Lot in like manner as a foreclosure of a mortgage on real

property under the laws of the State of Alabama, and there shall be added to the amount of such Assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include the aforesaid interest on the Assessment as above provided and reasonable attorneys' fees to be fixed by the court, together with the costs of the action. The lien granted to the Association shall further secure such advances for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien. Any person (except an Institutional Mortgagee) who shall acquire, by whatever means, any interest in the ownership of any Lot, or who may be given or acquire a mortgage, lien or other encumbrance thereon, is hereby placed on notice of the lien granted to the Association and shall acquire his interest in any Lot expressly subject to any such lien of the Association.

C. The lien herein granted to the Association shall be perfected by recording a Claim of Lien in the Office of the Judge of Probate of Shelby County, Alabama, stating the description of the Lot encumbered thereby,, the name of its Owner, the amount due and the date when due. The lien shall continue in effect until all sums secured by it, as herein provided, shall have been fully paid. Such Claim of Lien shall include only Assessments which are due and payable when the Claim of Lien is recorded, plus interest, late charges, costs, attorneys' fees and advances to pay taxes, prior encumbrances and other proper charges together with interest thereon, all as provided herein. Such Claim of Lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such Claim of Lien, the same shall be satisfied of record. No sale or other transfer of a Lot shall relieve any Owner from liability for any Assessment due before such sale or transfer, nor from the lien of any such Assessment. The written opinion of an officer of the Association that any lien is subordinate to any given mortgage shall be deemed to be dispositive of that issue.

D. The lien of any Assessments shall be subordinate to the lien of any Institutional Mortgagee bearing a recording date in the Office of the Judge of Probate of Shelby County, Alabama, prior to the date of recording the Association's Claim of Lien. Where an Institutional Mortgagee obtains title to a Lot as a result of foreclosure of its mortgage or where any Institutional Mortgagee or its designee accepts a deed to a Lot in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for any Assessment pertaining to such Lot or chargeable to the former Owner which became due prior to the acquisition of title to such Lot, unless such delinquent Assessment was secured by a Claim of Lien recorded prior to the recordation of the Institutional Mortgagee's mortgage. Such unpaid Assessments shall be instead collectible from all Owners, including such acquirer, its successors and assigns. Nothing herein contained shall be construed as releasing the party liable for such



delinquent assessments from the payment thereof or liability for the enforcement or collection thereof by means other than foreclosure.


E. Any person who acquires an interest in a Lot, except an Institutional Mortgagee as specifically provided above, including, but not limited to, persons acquiring title by operation of law or at a judicial sale, shall not be entitled to occupancy of the Lot or the use or enjoyment of the Common Areas until such time as all unpaid Assessments due and owing by the former Owner have been paid in full. Any party who has a contract to purchase a Lot, or who proposes to make a loan secured by a mortgage on a Lot, may, by written request, inquire of the Association whether the Lot is subject to any Assessments and the due date of any such Assessments and the amount of interest due on any delinquent Assessments and an authorized representative of such Association shall give the requesting party a written response, providing all such information, within ten days of the Association's receipt of such inquiry and such response shall be binding upon the Association. If the response is incorrect or if the Association does not make such response within said ten-day period, any such assessment shall not be an obligation of such purchaser or a lien on the Lot, but shall continue to be a personal obligation of the Owner of the Lot.

F. The Association shall have the right to assign its Claim of Lien, and any other lien rights provided for in this Article; for the recovery of any unpaid Assessments to the Developers, to any Owner or group of Owners or to any third party.

8.11. **Exempt Property.** The Board of Directors shall have the right to exempt any portion of the Property from the assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- A. As an easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- B. As Common Area as defined in **Article 1.2 and Article V**;
- C. As Property exempted from ad valorem taxation by the laws of the State of Alabama, to the extent agreed to by the Association.

ARTICLE IX COMMON EXPENSES


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The following are certain expenses with respect to the Common Areas which are hereby declared to be Common Expenses which the Association is obligated to collect by Assessment and which Owners are

obligated to pay as provided in Article VIII hereof. The enumeration below of these expenses shall in no way limit the Association from considering other expenses incurred in managing the Association or any part of the Common Areas and/or the Property as expenses subject to collection by Assessment.

9.1. **Maintenance and Repairs of Common Areas.** The cost and expense to keep and maintain the Common Areas in good and substantial repair and in a clean, attractive, and sanitary condition.

9.2. **Management.** The cost and expense of such (i) employees or agents, including professional management agents, accountants and attorneys, and (ii) materials, supplies and equipment as may be needed to provide for the management, supervision and maintenance of the Common Areas.

9.3. **Fidelity and Directors' Insurance.** Fidelity and Directors' Insurance covering all directors, officers and employees of the Association and all managing agents who handle Association funds, if any.

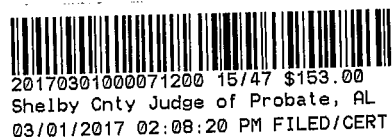
9.4. **Enforcement Declaration and Rules and Regulations.** All fees, costs and expenses, including attorneys' fees through all appellate levels, in connection with the Association's duty to enforce all of the Protective Covenants and other terms contained in or imposed by this Declaration, and all rules and regulations adopted pursuant to the Articles, the By-Laws or this Declaration.

ARTICLE X

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

10.1. **Membership.** Every Owner, including the Developers, shall, for so long as it is an owner, at all times be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. Membership shall attach automatically upon the acceptance of delivery of the instrument of transfer of such ownership interest, provided that such instrument is promptly recorded in the Office of the Judge of Probate of Shelby County, Alabama, and a true copy of such recorded instrument is promptly delivered to the Association. Membership shall terminate automatically upon the tendering of delivery of an instrument of transfer of such ownership interest (provided such tender is accepted), or upon such ownership interest being divested in some other manner.

10.2. **Voting.** Subject to the restrictions hereinafter set forth, each member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership. When one or more persons hold such interest, all such persons may be members, and the vote(s) for such Property shall be exercised in the manner set forth in the By-Laws, but in no event shall more than one vote be cast with respect to any one Lot. There shall be no fractional voting. The votes of an Owner of more than one Lot cannot be divided for any issue and must be voted as a whole. Except where otherwise required under the provisions of this Declaration, the Articles or the By-Laws, the



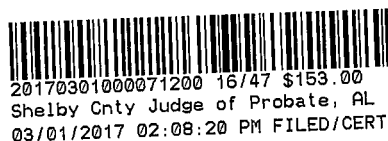
affirmative vote of Owners who own a majority of the total Lots of the Property that are represented at any meeting of members duly called, and at which a quorum is present,, shall be binding upon the members. Voting may take place by proxy executed and delivered in the manner set forth in the By-Laws.

Notwithstanding the provisions of this Article X, the Developers shall have the right to elect the members of the Board of Directors of the Association, and in the event of vacancies, the Developers shall fill vacancies, until such time as all Lots have been sold to Owners other than Developers, or the Developers elect, as their option, to terminate their control of the Association, whichever first occurs.

ARTICLE XI TERM AND AMENDMENTS

11.1 Term. The terms, covenants, conditions and restrictions set forth in this Declaration shall run with and bind all of the Property, shall inure to the benefit of the Association, Developer, 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 be automatically renewed and extended for successive and continuous periods of twenty-five (25) years each, unless, at any time after ninety-nine (99) years from the date hereof, an agreement executed by the Owners of at least three-fourths (3/4) or more of the Lots or Buildings within the Property agreeing to terminate or modify this Declaration has been recorded in the Probate Office of Shelby County, Alabama, provided, however, that the rights of way and easements established, granted and reserved in Article III hereof shall run with the land and shall continue to benefit and burden the Property as therein provided.

11.2 Amendment by Developer. For so long as there is any Lot without a Dwelling constructed thereon within the Development, Developer may amend this Declaration by a written instrument filed and recorded in the Probate Office of Shelby County, Alabama, without obtaining the approval of any Owner or Mortgagee; provided, however, that except as otherwise provided in Section 11.4 below, (a) in the event any amendment proposed by Developer materially and adversely alters or changes any Owner's rights to the use and enjoyment of his Lot or Building or materially and adversely affects the title to any Lot or Building, then such amendment shall be valid only upon the written consent of the Owners affected thereby (including Developer who shall have the voting rights attributable to any Lots or Buildings owned by Developer) or (b) in the event any such proposed amendment by Developer would materially and adversely affect the title and interest of any Institutional Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Institutional Mortgagees affected thereby. Any amendments made pursuant to this Section 11.2 shall be certified by Developer and shall be effective upon recording of the same in the Probate Office of Shelby County, Alabama. Each Owner, by acceptance of a deed or other conveyance to a Lot or Building, and each Mortgagee, by acceptance of a Mortgage on any Lot or Building, agrees to be bound by all amendments permitted by this Section 11.2 and further agrees that, if requested to do so by Developer, such Owner and Mortgagee will consent to the amendment of this Declaration or any other instrument relating to the Development if



such amendment is (i) necessary to bring any provision hereof into compliance or conformity with the provisions of any law, ordinance, statute, rule or regulation of any applicable Governmental Authority or the judicial decision of any state or federal court, (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots or Buildings, (iii) required by any Institutional Mortgagee in order to enable such Institutional Mortgagee to make a Mortgage loan on any Lot or Building, or (iv) necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on any Lots or Buildings within the Development.

11.3 Amendments by Association. Amendments to this Declaration, other than those authorized by Section 11.2 above, shall be proposed and adopted by the Owners in the following manner:

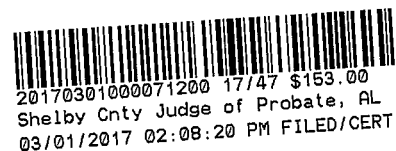
The Owners of not less than one third (1/3) of the Lots within the Development may submit a written petition to the Association indicating their desire to amend the Declaration which petition shall be signed by said Owners and shall state the proposed amendment with particularity in the petition. The date of delivery of such petition to the Association shall be the record date and the Association shall establish a date, time and place for a meeting of the Owners not less than ten (10) nor more than fifty (50) days after the record date.

The Association shall thereupon deliver written notice of the date, time, place and purpose of the meeting to all Owners on the record date. At the meeting, the proposed amendment must be approved by the Owners holding at least three-fourths (3/4) of the Lots in the Development in order to be adopted; provided, however, that (i) any amendment which materially and adversely affects the security, title or interest of any Institutional Mortgagee must be approved by such Institutional Mortgagee, (ii) during any period in which Developer owns a Tract, Lot or Building in the Development, then Developer must approve such proposed amendment, and (iii) to the extent the proposed amendment affects any of the matters described in Section 11.4 below, then the provisions of Section 11.4 below shall be applicable to such proposed amendment.

Any and all amendments which have been approved in accordance with the provisions of Section 11.3(a) and (b) above shall be set forth in a written instrument executed by the proper officers of the Association and such written instrument shall include the sworn statement of the President or the Chairman of the Board of the Association stating unequivocally that the vote of the requisite number of Owners was duly obtained in accordance with the provisions of this Declaration. Any such amendment shall be effective upon recording of the same in the Probate Office of Shelby County, Alabama.

11.4 Restrictions on Amendment. Notwithstanding anything provided in the Declaration to the contrary, in no event may any amendment to Sections 2.3, 2.4, 3.1, 3.2, 5.1, 5.3, 5.7, 5.8, 5.9, 8.1, 8.3, 8.4, 8.9, 10.1, 10.2, 11.2, 11.3, 12.22 and 14.1 hereof or any other provisions of this Declaration which require Developer's consent or approval be effective unless the same is consented to in writing by Developer. The consent of Developer to any such proposed amendment may be withheld in the sole discretion of Developer, with or without any reason.

**ARTICLE XII
GENERAL REQUIREMENTS**



12.1 Outside air conditioning units may not be visible from the street. No window units or through-the-wall units shall be allowed.

12.2. Location of swimming pools must be approved by the ACC. No swimming pool shall be allowed unless it can be determined that draining of the pool can be accomplished without adversely impacting adjoining lots.

12.3. No treehouses can be built within view of the street or lakes without written approval of the ACC.

12.4. All basketball goals shall be attached to a goal post and no goals may be attached to the dwelling.

12.5. All yards must be landscaped so as to blend harmoniously with the dwellings and lots in the development. Seeding or sprigging allowed in pastures but not in front yard. All natural areas around homes and along roads must be regularly and attractively maintained.

12.6. It is the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions or grounds which shall tend to decrease the beauty of the neighborhood as a whole.

12.7. Lot owners shall use commercial garbage and trash disposal services and shall not burn, bury or otherwise dispose of garbage or trash on the property.

12.8. All dwellings must contain wooden or vinyl window frames. Aluminum window frames are prohibited.

12.9. The pitch of the roof on the dwelling must be at least 8 on 12 or more.

12.10 Mailboxes shall be approved by the ACC with a consistent uniform design used throughout the community.

12.11 No wooden front stoops shall be permitted. All front stoops must be brick or masonry.

12.12 No noxious, illegal 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 to the neighborhood.

12.13 No use of fireworks shall be allowed on the property unless the activity is supervised by an adult lot owner. Use of fireworks shall not be allowed at anytime during dry or drought conditions when risk of fire is present.



12.14 No lumber, metals, bulk or scrap materials shall be stored or allowed to accumulate on any lot, except those materials used during the construction of an approved structure or improvement.

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

12.16 No clear cutting of timber shall be allowed except after approval by the ACC of a written request specifying the area(s) to be cut.

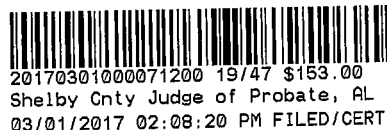
12.17 No building shall be located on any lot nearer than forty (40) feet to the front lot line (front set back); nor closer to the rear property line than forty (40) feet (rear set back); at least one side set back line of twenty (20) feet and a total of fifty (50) feet between dwellings (side set back lines). For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of the building on a lot to encroach upon another lot.

12.18 Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved as set out in the recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for the permitted purpose except for building. A right of pedestrian access shall also be granted on each lot, from the front line to the rear lot line, to any utility company having an installation in the easements.

12.19 The restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or the restrictions shall be taken to govern and control.

12.20 Any person purchasing a lot or lots in the referenced development shall execute an agreement with the developer to abide by the protective covenants and to construct houses in accordance with the architectural standards established by the Architectural Control Committee.

12.21 If the parties hereto, or any of them, or their heirs, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing or to recover damages or other dues from such violations.



12.22 Owners, their heirs, executors, assigns and successors, reserve the right to modify, release, amend, void, transfer, or delete all of the rights, reservations and restrictions herein set forth, or the right to modify, release, amend, or void any one of them or more of the said set forth restrictions on lots, and lakes belonging to them subject to the written approval of 3/4 of the owners of lots not owned by them.

**ARTICLE XIII
ANNUAL FEES**

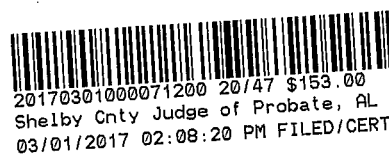
13.1 Each lot owner will pay an initial maintenance fee of \$1650.00 at the time lot is purchased. This money to be held in escrow in an interest bearing account until spent. The annual fee as established by the ACC or Association will be due during January of each year. This money will be for maintaining the roads, entrance lighting, waterfall, and all other entrance amenities, including landscaping. Collection of these fees may be administered by the ACC or the Association or a management company approved by the ACC.

13.2 Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions that shall remain in full force and affect.

**ARTICLE XIV
MISCELLANEOUS PROVISIONS**

14.1 **Control by Developer.** NOTWITHSTANDING ANYTHING PROVIDED TO THE CONTRARY IN THIS DECLARATION, THE CERTIFICATE OF FORMATION, THE BYLAWS OR IN ANY OTHER DOCUMENT OR INSTRUMENT RELATING TO THE DEVELOPMENT, DEVELOPER HEREBY RETAINS THE RIGHT TO APPOINT AND REMOVE ANY MEMBER OR MEMBERS OF THE BOARD OF THE ASSOCIATION AS PROVIDED BY AND FOR THE PERIOD OF TIME SET FORTH IN ARTICLE XI ABOVE. Each Owner, by acceptance of a deed or other conveyance of any interest in a Lot or Building, agrees that Developer shall have the authority to appoint and remove members of the Board of the Association in accordance with the foregoing provisions of this ARTICLE XIV and the provisions of ARTICLE X above. At such time as there is no Lot without a Dwelling constructed thereon within the Development, or the Developer elects to terminate its exclusive voting rights, whichever shall first occur, a special meeting of the Association shall be called within a reasonable time but not later than 120 days thereafter at which time the Members of the Association shall elect a new Board which shall undertake the responsibilities of the Board and Developer shall deliver all books, accounts and records of the Association, if any, which Developer has in its possession within ninety (90) days after the election of the new Board.

14.2 **Legal Expenses.** In addition to the rights and remedies set forth in Article XII above, in the event either the ACC, the Developer, or the Association, through their respective agents and representatives, undertake any legal or equitable action which any of them deem necessary to abate, enjoin, remove or extinguish any violation or breach of this Declaration, then all costs and expenses incurred by any of them, including, without limitation, attorneys' fees and court costs, in enforcing any of the terms, provisions, covenants or conditions in this Declaration shall be paid for by the Owner against whom such action was initiated. The ACC, its agents and representatives, and the Association, its agents and representatives, are each hereby authorized to take any and all legal or equitable action as may be



necessary under the circumstances to restrain or enjoin any such violation or breach of this Declaration or to otherwise seek monetary damages as a result of any expenses incurred by either the ACC or the Association to cure such violation or breach.

14.3 Severability. If any provision of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

14.4 Captions and Headings. The captions and headings contained in this Declaration are for convenience of reference only and shall not be used in the construction or interpretation of any provisions of this Declaration.

14.5 Pronouns and Plurals. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders. The use of the singular tense shall include the plural and the use of the plural shall include the singular.

14.6 Binding Effect. The terms and provisions of this Declaration shall be binding upon, and shall inure to the benefit of Developer, the Association and its members, each Owner, Tenant, Occupant and Mortgagee and their respective heirs, executors, administrators, personal representatives, successors and assigns.

14.7 Conflict or Ambiguity. In the event of any conflict or ambiguity in the terms and provisions of this Declaration, the general rules of construction against one party as a result of that party having drafted this Declaration are hereby waived by each Owner and, to the fullest extent allowed by law, no conflicts or ambiguity shall be resolved in favor or to the advantage of one party as opposed to another in interpreting any ambiguity or conflict contained herein.

14.8 No Reverter. No restriction or provision hereof is intended to be or shall be construed as a condition subsequent or a possibility of reverter in favor of Developer nor shall any provision be deemed to vest any reversionary interest in Developer.

14.9 Interpretation. In all cases, the provisions set forth and provided for in this Declaration shall be construed together and give that interpretation or construction which, in the opinion of Developer or the Board, will best effect the intent of the general plan of development for the Property. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication so as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date hereof. This Declaration shall be construed under and in accordance with the laws of the State of Alabama.

14.10 Rights of Third Parties. This Declaration shall be recorded for the benefit of Developer, the Association and its Members, the Owners and their respective Mortgagees and by such recording, no other adjoining property owner or third party shall have any right, title or interest whatsoever in the Development of its operation and continuation, in the enforcement of any of the provisions of this Declaration or the right to consent to or approve any amendment or modification to this Declaration.

14.11 No Trespass. Whenever the Association, Developer, and their respective agents, employees, representatives, successors and assigns, are permitted by this Declaration to enter upon to inspect or to correct, repair, clean, maintain or preserve or do any other action within any portion of a Lot or Building, the entering thereon and the taking of such action shall not be deemed a trespass.

14.12 No Partition. Each Owner, by its acceptance of a Lot or Building, waives any right to seek or obtain judicial partition of any portion of the Development.

14.13 Reservation of Rights. Notwithstanding anything provided herein to the contrary, no sale, transfer, conveyance, lease, pledge, encumbrance or other hypothecation of any Lot or Building by Developer to a third party shall constitute or be deemed a transfer of any of the rights reserved herein to Developer unless express reference is made in such instrument of conveyance to the specific rights created in this Declaration which Developer is transferring to any such third party.

14.14 Standards for Review. Whenever in this Declaration Developer, the Association or the ACC has the right to approve, consent to, or require any action be taken pursuant to the terms hereof, such approval, consent or required action shall, except as otherwise specifically provided herein to the contrary, be given or withheld in the sole and absolute discretion of Developer, the Association, or the ACC, as the case may be.

14.15 Oral Statements. Oral statements or representations by Developer, the Association, the ACC or any of their respective employees agents, representatives, successors or assigns, shall not be binding on Developer, the Association or the ACC.

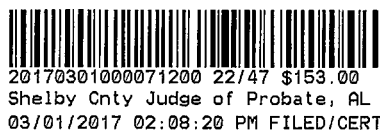
14.16 Notices. Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States Mail, postage prepaid unless a different method for delivery of notice is specified in this Declaration or applicable laws. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Association or, if no such address has been so designated, at the address of such Owner's respective Lot or Building within the Development. All notices to the Association or to the ACC shall be delivered or sent in care of Developer to the following address:

Clayton 47 Investments, LLC
Attn: Delton Clayton, Managing Member
100 Applegate Court
Pelham, AL 35124

or to such other address as the Association or the ACC may from time to time specify in a notice to the Owners. All notices to Developer shall be sent or delivered to Developer at the above address or to such other addresses as Developer may notify the Association.

14.16 Assignment. Subject to the provisions of Section 14.13 above, Developer shall have the right to assign any and all of the rights, powers, reservations and duties contained herein to any person or entity who shall thereupon have the same rights, power, reservations and duties as Developer.

14.17 Further Assurances. Each Owner covenants and agrees to execute, sign and deliver, or cause to be executed, signed and delivered and to otherwise do or make, or cause to be done and made, any and all agreements, instruments, papers, deeds, acts or things, supplemental, conformity or otherwise, which



may be reasonably requested by Developer, the Association or the ACC for the purpose of or in connection with clarifying, amending or otherwise consummating any of the transactions and matters herein.

14.18 No Waiver. All rights, remedies and privileges granted to Developer, the Association and the ACC pursuant to the terms and provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more of such rights, remedies or privileges shall not be deemed to constitute an election of remedies nor shall it preclude the party exercising the same, or any other party, from pursuing such other and/or additional rights, remedies or privileges as may be available to such party at law or in equity. The failure at any time to enforce any covenant or restriction set forth herein shall in no event be deemed a waiver of the right thereafter to enforce such covenant or restriction.

IN WITNESS WHEREOF, the said Clayton 47 Investments, LLC, has hereunto set his/its signature(s) and seal(s) on this the 1st day of March, 2017.

CLAYTON 47 INVESTMENTS, LLC

By: [Signature]
Delton Clayton, Managing Member

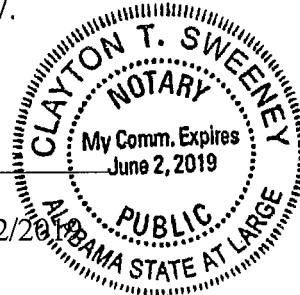
STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and for said State, hereby certify that **Delton Clayton**, whose name as Member of **Clayton 47 Investments, LLC**, an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such managing member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal of office this the 1st day of March, 2017.

[Signature]
NOTARY PUBLIC

My commission expires: 06/02/2019



This instrument prepared by:
Clayton T. Sweeney, Attorney
2700 Highway 280 East Suite 160
Birmingham, AL 35223



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Shelby Cnty Judge of Probate, AL
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EXHIBIT "A"

Commence at a 4" x 4" concrete monument in place accepted as the Southwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 22, Township 20 South, Range 1 West, Shelby County, Alabama, said point being the point of beginning; from this beginning point proceed North 00°23'53" East along the West boundary of said 1/4 - 1/4 section and along the East boundary of Twelve Oaks Subdivision, Amended Map as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 15 at page 16 for a distance of 1318.55 feet to a 3/8" rebar in place in rock pile being the Northwest corner of said 1/4 - 1/4 section; thence proceed North 00°11'59" East along the West boundary of the Northwest 1/4 of the Northeast 1/4 and along the East boundary of said subdivision for a distance of 558.88 feet (set 1/2" rebar) to a point on the South bank of Yellow Leaf Creek, said point being South 00°11'59" West of and 22.18 feet from the center of said creek; thence proceed North 00°11'59" East along the West boundary of said Northwest 1/4 of the Northeast 1/4 for a distance of 22.18 feet to the centerline of said creek; thence proceed Northerly, Easterly and Southerly along the meandering centerline of said creek for a chord bearing and distance of North 70°21'35" East, 1373.14 feet to the center of said creek and its point of intersection with the East boundary of said Northwest 1/4 of the Northeast 1/4; thence proceed South 00°23'25" East along the East boundary of said 1/4 - 1/4 section for a distance of 15.05 feet to a point on the South bank of said creek; thence proceed South 00°23'25" East along the East boundary of said 1/4 - 1/4 section for a distance of 895.46 feet (set 1/2" rebar), said point being the Northwest corner of the Southeast 1/4 of the Northeast 1/4; thence proceed North 88°29'19" East along the North boundary of said 1/4 - 1/4 section for a distance of 1352.26 feet to a lighter knot being the Northeast corner of said 1/4 - 1/4 section; thence proceed South 01°09'21" West along a fence and along the East boundary of said 1/4 - 1/4 section for a distance of 657.17 feet to a 2" iron at fence post being the Southwest corner of the Hartsfield Family Estate Survey as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 14 at page 508; thence proceed South 85°09'57" East along the South boundary of said subdivision and along a fence for a distance of 53.59 feet to a 3/4" rebar at fence; thence proceed South 87°39'32" East along the South boundary of said subdivision and along a fence for a distance of 170.96 feet to a " rebar at fence; thence proceed North 88°39'08" East along the South boundary of said subdivision and along a fence for a distance of 232.31 feet to a 5/8" rebar at fence; thence proceed North 88°46'57" East along the South boundary of said subdivision and along a fence for a distance of 216.31 feet to a " rebar at fence; thence proceed South 84°31'07" East along the South boundary of said subdivision and along a fence for a distance of 374.89 feet; thence proceed South 00°00'31" West for a distance of 289.68 feet; thence proceed South 78°27'02" East for a distance of 176.71 feet to a point on the Westerly right of way of Shelby County Highway No. 47; thence proceed South 11°48'41" West along the Westerly right of way of said highway for a distance of 844.07 feet to a 3/4" open top pipe in place; thence proceed North 85°12'25" West along a fence for a distance of 320.76 feet to a 1" open top pipe at a fence intersection; thence proceed South 16°21'34" West along a fence for a distance of 135.37 feet to a fence post; thence proceed South 87°04'01" West along a fence for a distance of 87.36 feet to a 1" open top pipe in place; thence proceed South 08°41'53" West along a fence for a distance of 65.13 feet to a 2" open top pipe in place; thence proceed South 89°11'32" West along a fence for a distance of 601.95 feet to a fence post; thence proceed North 00°09'10" East for a distance of 659.42 feet to a 4" x 4" concrete monument in place, said point being the Northeast corner of the Bosshart Resurvey Parcel "L" Tract as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 13 at page 60; thence proceed South 89°36'13" West along the North boundary of said subdivision and along a fence for a distance of 660.30 feet to a 5/8" capped rebar in place being the Northwest corner of Lot No. 3 of said subdivision; thence proceed South 89°33'47" West along the North boundary of said subdivision and along a fence for a distance of 660.38 feet to a 5/8" capped rebar in place being the Northwest corner of Lot No. 2 of said subdivision; thence proceed South 89°32'11" West along the North boundary of said subdivision and along a fence for a distance of 990.47 feet to the Northwest corner of Lot No. 1 of said subdivision; thence proceed South 89°37'51" West along the North boundary of Lot 1-F of the A D Jordan Subdivision as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 32 at page 15 and along a fence for a distance of 330.04 feet to the point of beginning.

The above described land is located in the Southwest 1/4 of the Northeast 1/4, the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 20 South, Range 1 West, and the Southeast 1/4 of the Northeast 1/4, the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 23, Township 20 South, Range 1 West, Shelby County, Alabama.

Less and except any part of subject property lying within a road right of way.



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CERTIFICATE OF FORMATION

HOMEOWNERS' ASSOCIATION (HOA)
DOMESTIC NONPROFIT CORPORATION

STATE OF ALABAMA

PURPOSE: In order to form a Homeowners' Association (hereinafter HOA) under Title 35, Chapter 20 as a Nonprofit Corporation under Section 10A-1-3.05 and 10A-3-3.02 of the Code of Alabama 1975 this Certificate Of Formation, all required attachments, and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county in which the development, or any part thereof, is located. **The information required in this form is required by Title 10A and Title 35.**



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(For County Probate Office Use Only)

INSTRUCTIONS: Mail three (3) signed copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county in which the development, or any part thereof, is 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** for standard filing (processed based on date of receipt and filing volume) **or \$200.00 for expedited service** (processed in less than 24 hours after date of receipt from the County Probate Office) 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 filed. Once the Secretary of State's Office has indexed the filing the information will appear at www.sos.alabama.gov under the Business Services tab and the Homeowners' Associations link – you may search by entity name by using the Homeowners' Associations Electronic Database. Your notification of filing was provided by the Probate Judge's Office via a stamped copy which is evidence of existence (if it is certified by the Probate Office) according to 10A-1-4.04(c) 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. Your entity will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

The information completing this form must be typed (for your convenience the information is fill-able on this computer form on the website above).

1. The name of the HOA: WHITE OAK MANOR OWNER'S ASSOCIATION, INC.
2. **A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached.**
3. Unless otherwise stated, this is a nonprofit corporation which has Members.

(For SOS Office Use Only)

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

Clayton T. Sweeney
Attorney At Law
2700 Highway 280 East Suite 160
Birmingham, AL 35223

DOMESTIC HOA CERTIFICATE OF FORMATION

4. The name of the Registered Agent: Delton Clayton

The entity ID # of the registered agent if the agent is an entity/organization/business – AL ID # _____ - _____
Satisfies requirement that entity/organization must be a registered business in Alabama per 10A-1-5.31.

5. Street (**No PO Boxes**) address in Alabama of Registered Agent (must be where registered agent is located):

100 Applegate Court, Pelham, AL 35124

Mailing address of Registered Agent in Alabama (if different from street address): _____

6. Purpose for which corporation is formed: Homeowners' Association – Nonprofit Corporation; the purpose includes the transaction of any lawful business for which HOAs may be incorporated in Alabama under Title 35, Chapter 20 of the Code of Alabama.

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

8. The name of the Incorporator: Delton Clayton

Address of Incorporator: 100 Applegate Court, Pelham, AL 35124

Attach a listing if more Incorporators need to be added (type "see attached" in the name line).

9. 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: Delton Clayton

Address of Director: 100 Applegate Court, Pelham, AL 35124

Director's Name: Howard O'Neal

Address of Director: 100 Applegate Court, Pelham, AL 35124

Director's Name: Lou Pierce

Address of Director: 100 Applegate Court, Pelham, AL 35124

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



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DOMESTIC HOA CERTIFICATE OF FORMATION

The filing of the Certificate of Formation of the HOA is effective immediately on the date filed by the Judge of Probate or at **the delayed filing date** (cannot be prior to the filing date of the Judge of Probate) specified in this filing. [10A-1-4.12] If a delayed effective date is not desired do not complete the information in this item.

The undersigned specify ____ / ____ / ____ as the delayed effective date (must be on or after the date filed in the office of the county Judge of Probate, but no later than the 90th day after the date this instrument was signed) and the time of filing to be ____ : ____ AM or PM. (cannot be noon or midnight - 12:00)

In addition to this Certificate of Formation, as required by Ala. Code 1975, §35-20-5(2) and the Administrative Rules adopted by the Secretary of State, you are required to file separately with the Secretary State the Supplement to Certificate of Formation and the following documents:

1. **Articles of Incorporation (Certificate of Formation)**
2. **By-laws, resolutions, or other governing documents of the association**
3. **The original covenants, conditions, or restrictions adopted by the association.**
4. **Other information or documents required by Alabama Code 1975 §35-20-5(c) and the Supplement to Certificate of Formation form.**

Additional Signatures May Be Attached

03 / 01 / 2017

Date (MM/DD/YYYY)

Delton Clayton

Signature as required by 10A-1-3.04

Delton Clayton

Typed Name of Above Signature

Incorporator and President

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



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John H. Merrill
Secretary of State

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

STATE OF ALABAMA

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

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

WHITE OAK MANOR OWNER'S ASSOCIATION, INC.

This name reservation is for the exclusive use of Clayton Thomas Sweeney, 2700 Highway 280 East, Ste 160, Birmingham, AL 35223 for a period of one year beginning August 28, 2016 and expiring August 28, 2017



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



August 28, 2016

Date

RES733913

John H. Merrill

Secretary of State

EXHIBIT "C"

This instrument prepared by:
Clayton T. Sweeney
Attorney at Law
2700 Highway 280 East, Suite 160
Birmingham, Alabama 35223

ARTICLES OF INCORPORATION
OF
WHITE OAK MANOR OWNER'S ASSOCIATION, INC.

The undersigned, for the purpose of forming a Homeowners' Association under Title 35 Chapter 20 as a nonprofit corporation pursuant to the provisions of the Alabama Homeowners Association Act as set forth in the Alabama Nonprofit Corporation Law, CODE OF ALABAMA 1975 §§ 10A-1-1.01 *et seq.* (the "Code"), hereby adopts the following Articles of Incorporation and certifies as follows:

1. **NAME.** The name of the corporation is "WHITE OAK MANOR OWNER'S ASSOCIATION, INC." (hereinafter referred to as the "Association").

2. **TYPE OF FILING ENTITY:** The Association is a nonprofit corporation as defined in Section 10A-3-1.02(6) of the Code..

3. **PURPOSES.** The purposes for which the Association is organized are:

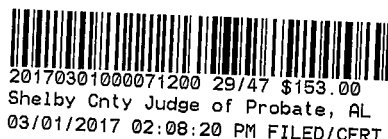
(a) To provide for the efficient preservation of the appearance, value and amenities of WHITE OAK MANOR (the "Development") which is subject to the Declaration of Easements, Covenants and Restictions for WHITE OAK MANOR (the "Declaration") executed by Clayton 47 Investments, LLC as Developer, and recorded or to be recorded in the Probate Office of Shelby County, Alabama. Capitalized terms not otherwise defined herein shall have the same meanings given to them in the Declaration.

(b) To purchase, lease, or otherwise acquire, directly or indirectly, Common Areas and Additional Property of the Development for the benefit of the Owners, and to operate, maintain, manage, repair and replace Common Areas and Additional Property and other improvements in or benefiting the Development for which the obligation to maintain has been delegated and accepted.

(c) To the extent provided in the Declaration, to control the specifications, architecture, design, appearance, siting and landscaping of all Improvements to be constructed, placed or permitted to remain on any Tract or Dwelling in the Development and all alterations, changes and additions thereto.

(d) To perform and carry out the acts, duties, responsibilities and conditions delegated to the Association in the Declaration, and in the Articles of Incorporation and Bylaws of this Association and all amendments thereto.

(e) To own, lease, license, operate, purchase, acquire, hold, improve, develop, manage, sell, convey, transfer, exchange, release and dispose of, either alone or in conjunction with others, real and personal property, tangible and intangible, of every kind, character and description.



(f) To enforce all of the terms and provisions of the Declaration and to make, amend, establish and enforce reasonable rules and regulations governing the administration, operation and management of the Development.

(g) To make, levy, collect and enforce Assessments, as defined in the Declaration, and to use and expend such Assessments in the manner set forth in the Declaration.

(h) To employ personnel and contract for services, material and labor, including contracting for the management of the Common Areas, Additional Property, and all other portions of the Development.

(i) To purchase and maintain insurance for such coverages, with such insurance carriers, in such amounts, at such rates and with such deductibles as may be necessary for the protection of the Association, its officers, directors and members or as may be otherwise required in the Declaration.

(j) To enforce any of the provisions of the Declaration by legal and equitable actions as may from time to time be necessary.

(k) To enter into, make and perform contracts of every kind for any lawful purpose without limit as to amount, with any person, firm, association, partnership, limited partnership, corporation, municipality, county, state, territory, government, governmental subdivision, or body politic.

(l) To operate without profit for the sole and exclusive benefit of its members.

(m) To carry on any other business in connection with the foregoing, to transact any or all lawful business for which corporations may be incorporated under the Alabama Nonprofit Corporation Law, as amended, and to have and exercise all powers necessary or convenient to effect the purpose of the Association in accordance with and subject to the terms and provisions of the Declaration.

4. **INITIAL REGISTERED OFFICE AND AGENT.** The location and mailing address of the initial registered office of the Association and the name of its initial registered agent as such address are as follows:

Delton Clayton
100 Applegate Court
Pelham, AL 35124

5. **DIRECTORS.**

(a) The affairs of the Association shall be managed by a Board of Directors consisting of the number of directors as shall be determined by the Bylaws; provided, however, that the Board of Directors shall consist of not less than three (3) directors, and, in the absence of a provision in the Bylaws of the Association, shall consist of three (3) directors. Subject to the Developer's rights with respect to the Board of Directors as set forth in subparagraph (b) below, directors of the Association shall be elected at the annual meeting of the Members, and may be removed by the Members, with or without cause, by vote of the members owning three-fourths (3/4)



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of the Tracts in accordance with the Bylaws. Vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

(b) Notwithstanding the provisions set forth in this Paragraph 5 or in the Bylaws of the Association, the Developer shall have the exclusive right to appoint and remove with or without cause any member or members of the Board of Directors of the Association, and any officer or officers of the Association until such time as there is no Tract without a Dwelling constructed thereon within the Development, or the Developer elects to terminate its exclusive voting rights, whichever shall first occur. Within sixty (60) days after the date of termination of the exclusive voting rights of the Developer as herein provided, the Board of Directors shall call and give not less than ten (10) nor more than thirty (30) days notice of a special meeting of the membership for the purpose of electing the members of the Board of Directors.

(c) The name and address of each person who is to serve as an initial Director of the Association until their successors are elected and qualified or until such Directors are removed as are as follows:

Delton Clayton
100 Applegate Court
Pelham, AL 35124

Howard O'Neal
100 Applegate Court
Pelham, AL 35124

Lou Pierce
100 Applegate Court
Pelham, AL 35214


(d) Except as may be otherwise provided to the contrary in the Declaration, these Articles of Incorporation or the Bylaws of the Association, all powers of the Association shall be exercised by or under the authority of, and the business and affairs of the Association shall be managed under the direction of, the Board of Directors.

6. **INCORPORATOR**. The name and address of the sole incorporator is as follows:

Delton Clayton
100 Applegate Court
Pelham, AL 35124

7. **DISTRIBUTION OF ASSETS UPON DISSOLUTION**.

(a) Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:


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(i) Assets held by the Association upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements.

(ii) Real property contributed to the Association without the receipt of other than nominal consideration by Developer shall be returned to Developer, unless it refuses to accept the conveyance (in whole or in part); and

(iii) All remaining assets shall be distributed among the Owners as defined in the Declaration, with each Owner's share of the assets to be determined in accordance with the ratio that the annual Common Area Assessment of an Owner in the last complete fiscal year bears to the sum of the annual Common Area Assessments of all Owners in such year.

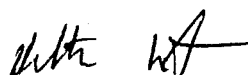
(b) Dissolution of the Association shall be accomplished as set forth in the Alabama Nonprofit Corporation Law.

8. **INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, MANAGERS AND AGENTS.** The Association shall have the power to indemnify any person who is or was a director, officer, employee, member, manager, or agent of the Association, or is or was serving at the request of the Association as a director, officer, partner, employee, member, manager or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, in accordance with the Bylaws of the Association.

9. **AMENDMENT.** Subject to any restrictions set forth in the Declaration, these Articles of Incorporation may be amended at any time and from time to time by Developer or, provided that the approval of the Developer is first obtained, by the vote of the Board of Directors of the Association, without the consent or approval of any of the Members of the Association until such time as there is no Lot without a Dwelling constructed thereon in the Development or the Developer elects to terminate its exclusive voting rights, whichever shall first occur. After the exclusive voting rights of Developer have been terminated as herein provided, these Articles of Incorporation may be amended, subject to the terms and provisions of the Declaration, by the affirmative vote of at least two-thirds (2/3) of the Members of the Association who are entitled to vote thereon and who are present or represented by proxy at an annual or special meeting of the Members.

10. **INCORPORATION BY REFERENCE.** All the terms, provisions, definitions, covenants, and conditions set forth in the Declaration are hereby expressly incorporated herein by reference as fully set forth herein. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants, and conditions set forth in these Articles of Incorporation and the Declaration, then the provisions of the Declaration shall at all times control.

IN WITNESS WHEREOF, the undersigned Incorporator has hereunto subscribed his name to these Articles of Incorporation as of the 1st day of March, 2017.



Delton Clayton



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John H. Merrill
Secretary of State

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

STATE OF ALABAMA

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

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

WHITE OAK MANOR OWNER'S ASSOCIATION, INC.

This name reservation is for the exclusive use of Clayton Thomas Sweeney, 2700
Highway 280 East, Ste 160, Birmingham, AL 35223 for a period of one year
beginning August 28, 2016 and expiring August 28, 2017



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

August 28, 2016

Date

John H. Merrill

Secretary of State



RES733913

EXHIBIT "D"

BYLAWS
OF
WHITE OAK MANOR OWNER'S ASSOCIATION, INC.

The provisions of these Bylaws are expressly subject to the terms and provisions of the Declaration of Easements, Covenants and Restrictions for WHITE OAK MANOR filed on March 1st, 2017, and recorded as Instrument No. _____ in the Probate Office of Shelby County, Alabama (which, together with all subsequent amendments thereto, is hereinafter referred to as the "Declaration"). Capitalized terms not otherwise defined herein shall have the same meanings given to them in the Declaration.

ARTICLE I
THE ASSOCIATION

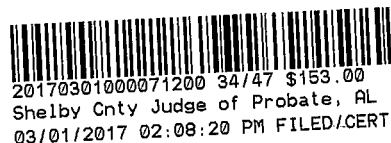
Section 1.01 **Name.** The name of this Association is "WHITE OAK MANOR OWNER'S ASSOCIATION, INC.", an Alabama nonprofit corporation (the "Association"), which has been formed by filing a Certificate of Formation (the "Certificate of Formation") along with Articles of Incorporation thereof in the Probate Office of Shelby County, Alabama, for the purpose of serving as the homeowners' association responsible for the management and regulation for the property covered by the Declaration.

Section 1.02 **Principal Office.** The principal office of the Association in the State of Alabama shall be located in Shelby County, Alabama. The Association may have such other offices, either within or without the State of Alabama, as the Board of Directors of the Association (the "Board") may designate from time to time.

Section 1.03 **Registered Office.** The registered office of the Association required by the Alabama Nonprofit Corporation Law to be maintained in the State of Alabama may be, but need not be, the same as the principal office of the Association. The address of the registered office may be changed from time to time by the Board.

ARTICLE II
MEMBERS

Section 2.01 **Membership.** Each Owner of a Lot subject to the Declaration shall be a member of the Association so long as he or she remains an Owner of a Lot. As soon as a person becomes an Owner of a Lot, the person shall be admitted as a member of the Association. Upon the cessation of a person being an Owner of a Lot, such person shall cease to be a member of the Association automatically and without any further action on the part of the Association. Membership or the rights and benefits in the Association may not otherwise be transferred, assigned, conveyed or otherwise alienated in any manner. Each member of the Association shall at all times comply with the provisions of the Declaration, the Certificate of Formation, Articles of Incorporation, the Bylaws and all rules and regulations which may from time to time be adopted by the Board or the members of the Association.



Section 2.02 **Annual Meeting.** The annual meeting of the members of the Association shall be held at 10:00 a.m. on the third Tuesday of November of each year commencing in 2017 or at such other time or such other day within such month as shall be fixed by the Board. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. At the annual meeting at which a quorum is present, the members of the Association shall, subject to the terms of Sections 2.08 and 3.03 of these Bylaws, elect the Board. The nominees for director receiving the largest number of votes present at the meeting shall be elected to the Board. The members may also transact such other business as may come before such meeting in accordance with these Bylaws. If the election of Directors shall not be held on the day designated herein for any annual meeting of the members of the Association, or any adjournment thereof, the Board shall cause the election to be held at a special meeting of the members of the Association as soon thereafter as may be convenient.

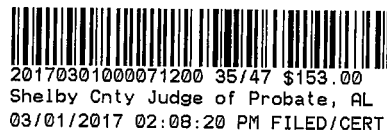
Section 2.03 **Special Meetings.** Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or the Declaration, may be called by the President or the Board and shall be called by the President or Secretary of the Association upon the petition of at least one-half (1/2) or more of the total votes in the Association.

Section 2.04 **Place of Meeting.** The Board may designate any place, either within or without the State of Alabama, as the place of meeting for any annual or special meeting. In the absence of any designation, all meetings shall be held at the registered office of the Association in the State of Alabama.

Section 2.05 **Notice of Meeting.** Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, or of a meeting which is required by statute to be held for any special purpose, or of any annual meeting at which special action is to be taken, the purpose or purposes for which the meeting is called, or the special action which is proposed to be taken, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the Board, the President, the Secretary, or the officer or persons calling the meeting, to each member of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the books of the Association, with postage thereon prepaid. If given personally, such notice shall be deemed to have been delivered to the member upon delivery of the same to the Lot of such member.

Section 2.06 **Quorum.** With respect to the annual or any special meeting of the members of the Association, a quorum shall be deemed to exist if members of the Association entitled to cast over one-half (1/2) of all of the total votes of the Association are present, in person or by proxy, at such meeting. Once present, a shareholder is, unless established to the contrary, presumed present for quorum purposes for the remainder of the meeting.

Section 2.07 **Action by the Members.** Action on a matter is approved upon the affirmative vote of the members who own at least three-fourths (3/4) of the total Votes unless a different vote is specified for a particular action in the Declaration or in the Certificate of Formation or these Bylaws.



Section 2.08 **Proxies**. At all meetings of the members of the Association, a member may vote either in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 2.09 **Voting by Members**. Subject to the rights reserved to Developer in the Certificate of Formation, the Declaration and these Bylaws, each member shall be entitled to vote such number of votes as is equal to the number of Lots owned by such member on any matter submitted to the members of the Association. The total number of votes will be equal to the total number of Lots subject to the Declaration, and only one vote may be cast for each Lot, regardless of whether a Lot may be owned by more than one person. When one or more persons own a Lot, all such persons are members but in no event shall more than one vote be cast with respect to any Lot. If a Lot is owned by multiple owners or if the owner of a Lot is a corporation or other entity, the person entitled to cast the vote for the Lot shall be designated by a certificate executed by the owner(s) of the Lot and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or change in ownership of the Lot concerned. A certificate designating the person entitled to cast the vote of a Lot may be revoked at any time by any owner of the Lot. Such voting rights shall continue to apply to each member upon the addition of any of the Additional Property to the Declaration. Fractional voting shall not be permitted. Each member shall cast all his votes either in favor of, in opposition to, or in abstention of any matter subjected to a vote of the members of the Association.

Section 2.10 **Informal Action by Members**. Any action required or permitted to be taken at a meeting of the members of the Association may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

ARTICLE III BOARD OF DIRECTORS

Section 3.01 **General Powers**. The business and affairs of the Association shall be managed by or under the direction of its Board.

Section 3.02 **Number, Tenure and Qualifications**. The number of initial Directors of the Association shall be three (3). Each Director shall hold office until his successor shall have been elected and qualified. Directors need not be residents of the State of Alabama or members of the Association.

Section 3.03 **Election, Removal and Replacement of Directors**.

(a) Subject to the Developer's rights with respect to the Board of Directors as set forth in subparagraph (b) below, directors of the Association shall be elected at the annual meeting of the Members, and may be removed by the Members, with or without cause, by vote of the members required under Section 2.07 hereof. Vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

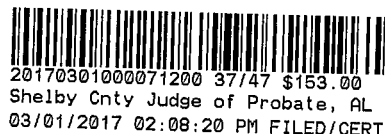
(b) In accordance with Section 5(b) of the Certificate of Formation and Section 5.2 of the Declaration, the Developer shall have the exclusive right to appoint and remove with or without cause any member or members of the Board of Directors of the Association, until such time as there is no Lot without a Dwelling constructed thereon within the Development, or the Developer elects to terminate its exclusive voting rights, whichever shall first occur. Within a reasonable time but not later than 120 days after the date of termination of the exclusive voting rights of the Developer as herein provided, the Board of Directors shall call and give not less than ten (10) nor more than fifty (50) days' notice of a special meeting of the membership for the purpose of electing the members of the Board of Directors which notice shall (i) state that the purpose of the meeting is to elect the Board of Directors as provided in the Certificate of Formation and these Bylaws, (ii) provide that the Owners of not less than one-third of the Lots may nominate candidates for election to the Board of directors, and (iii) state the names of all directors who have agreed to continue to serve if elected.

Section 3.04 **Regular Meetings.** A regular meeting of the Board shall be held, without further notice than this bylaw, immediately after, and at the same place as, the annual meeting of the members of the Association; provided, however, that any such regular meeting may be held at any other time or place which shall be specified in a notice given as hereinafter provided for special meetings, or in a consent and waiver of notice thereof, signed by all Directors. The Board may provide, by resolution, the time and place, either within or without the State of Alabama, for the holding of additional regular meetings without other notice than such resolution.

Section 3.05 **Special Meetings.** Special meetings of the Board may be called by or at the request of the President, any Vice President or any two (2) Directors. The person or persons authorized to call special meetings of the Board may fix any place, either within or without the State of Alabama, as the place for holding any special meeting of the Board called by them.

Section 3.06 **Notice.** Notice of any special meeting shall be given either (a) by written notice at least 48 hours in advance of such meeting, delivered in person or by leaving such notice at the place of business or residence of each Director, or by depositing such notice in the United States mail, postage prepaid, addressed to the Director at his address as it appears on the records of the Association; or (b) verbally in person or by telephone at least 24 hours in advance of such meeting by communication with the Director in person or by telephone. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

Section 3.07 **Quorum.** A majority of the number of Directors fixed by Section 3.02 of these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. If a quorum is present when the meeting is convened, the Directors present may continue to do business, taking action by a vote of a majority of quorum as fixed above, until adjournment, notwithstanding the withdrawal of enough Directors to leave less than a quorum as fixed above, or the refusal of any Director present to vote.



Section 3.08 **Manner of Acting.** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by statute, the Declaration, the Certificate of Formation, Articles of Incorporation or these Bylaws.

Section 3.09 **Action Without a Meeting.** Any action required or permitted to be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

Section 3.10 **Vacancies.** Subject to the exclusive rights of Developer under Section 3.03(b) of these Bylaws, vacancies occurring in the Board may be filled by the affirmative vote of a majority of the remaining Directors; and in the event that there are no remaining Directors, then the vacancy or vacancies occurring in the Board shall be filled by the affirmative vote of a majority of the members of the Association. A Director elected or appointed to fill a vacancy shall be elected to serve for the unexpired term of his predecessor in office.

Section 3.11 **Compensation.** By resolution of the Board, each Director may be paid his expenses, if any, of attendance at each meeting of the Board. No such payment shall preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

Section 3.12 **Committees.**

(a) The Board of Directors may by resolution adopted by a majority of the full Board, designate from among its members one or more committees, each committee to consist of two or more of the Directors and each of which committees, to the extent provided in such resolution, shall have and may during intervals between the meetings of the Board, exercise all the authority of the Board, except that no such committee shall have the authority of the Board in reference to amending the Certificate of Formation and/or Articles of Incorporation of the Association; adopting a plan of merger or consolidation; amending, altering or repealing the Bylaws of the Association; electing, appointing or removing any member of any such committee or any director or officer of the Association; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and other assets of the Association; authorizing the voluntary dissolution of the Association or revoking proceedings therefor; adopting a plan for the distribution of the assets of the Association; or amending, altering or repealing any resolution of the Board which by its terms provides that it shall not be amended, altered or repealed by such committee. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board. The designation of any such committee and the delegation thereto of authority shall not operate to relieve the Board, or any member thereof, of any responsibility imposed upon it or him by law.

(b) Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 3.13 **Resignations.** Any Director of the Association may resign at any time either by oral tender of resignation at any meeting of the Board or by giving written notice thereof to the Secretary of the Association. Any such resignation shall take effect upon receipt

of such notice or at any later time specified therein. Unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.14 **Participation in Meetings by Conference Telephone.** Members of the Board or any committee designated thereby may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at such meeting.

ARTICLE IV OFFICERS

Section 4.01 **Principal Officers.** The principal officers of the Association shall be elected by the Board. The principal officers shall include a Chairman of the Board, President, one or more Vice Presidents, a Secretary and a Treasurer and may, at the discretion of the Board, also include a Chairman of the Board and such other officers as may be designated from time to time. Any number of offices may be held by the same person, except the offices of President and Secretary. None of the principal officers need be Directors of the Association.

Section 4.02 **Election of Principal Officers; Term of Office.** The principal officers of the Association shall be elected annually by the Board. Each principal officer shall hold office until his successor shall have been duly elected and qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. If any vacancy in any principal office shall occur, or if any principal office shall be newly created, such principal office may be filled by the Board.

Section 4.03 **Subordinate Officers, Agents and Employees.** In addition to the principal officers, the Association may have such other subordinate officers, agents and employees as the Board may deem advisable, each of whom shall hold office for such period and have such authority and perform such duties as the Board, (as the case may be), the Chairman of the Board, the President, or any officer designated by the Board, may from time to time determine. The Board, at any time, may appoint and remove, or may delegate to any principal officer the power to appoint and to remove, any subordinate officer, agent or employee of the Association.

Section 4.04 **Delegation of Duties of Officers.** The Board, may delegate the duties and powers of any officer of the Association to any other officer or to any Director for a specified period of time for any reason that the Board may deem sufficient.

Section 4.05 **Removal of Officers or Agents.** Any officer or agent of the Association may be removed by the Board, at any time, either with or without cause, and the Board may appoint a successor to such removed officer and agent. Election or appointment of any officer or agent shall not of itself create contract rights.

Section 4.06 **Resignations.** Any officer may resign at any time by giving written notice of resignation to the Board, the Chairman of the Board, the President or the Secretary. Any such resignation shall take effect upon receipt of such notice or at any later time specified



therein. Unless otherwise specified in the notice, the acceptance of a resignation shall not be necessary to make the resignation effective.

Section 4.07 **Vacancies**. A vacancy in any office because of any reason, including but not limited to, death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term of such office.

Section 4.08 **Chairman of the Board**. The Chairman of the Board, who must be a member of the Board, shall preside at all meetings of the members of the Association and of the Board at which he is present. The Chairman of the Board shall have such other powers and perform such other duties as may be assigned to him from time to time by the Board.

Section 4.09 **President**. The President shall, in the absence of the Chairman of the Board, preside at all meetings of the members of the Association and of the Board at which he is present. The President shall be the chief executive officer of the Association and, subject to the control of the Board, shall have general supervision over the business and affairs of the Association. The President shall have all powers and duties usually incident to the office of the President except as specifically limited by resolution of the Board. The President shall have such other powers and perform such other duties as may be assigned to him from time to time by the Board.

Section 4.10 **Vice Presidents**. In the absence or disability of the President or if the office of President be vacant, the Vice Presidents, in the order determined by the Board, or if no such determination has been made, in the order of their seniority, shall perform the duties and exercise the powers of the President, subject to the right of the Board at any time to extend or confine such powers and duties or to assign them to others. Any Vice President may have such additional designation in his title as the Board may determine. Each Vice President shall generally assist the President in such manner as the President shall direct. Each Vice President shall have such other powers and perform such other duties as may be assigned to him from time to time by the Board or the President.

Section 4.11 **Secretary**. The Secretary shall act as Secretary of all meetings of the members of the Association and of the Board at which he is present, shall record all the proceedings of all such meetings in a minute book to be kept for that purpose, shall have supervision over the giving and service of notices of the Association, and shall have supervision over the care and custody of the records and seal of the Association. The Secretary shall be empowered to affix the corporate seal to documents, the execution of which on behalf of the Association under its seal is duly authorized, and when so affixed may attest the same. The Secretary shall have all powers and duties usually incident to the office of Secretary, except as specifically limited by a resolution of the Board. The Secretary shall have such other powers and perform such other duties as may be assigned to him from time to time by the Board or the President.

Section 4.12 **Treasurer**. The Treasurer shall have general supervision over the care and custody of the funds and over the receipts and disbursements of the Association and shall cause the funds of the Association to be deposited in the name of the Association in such banks or other depositories as the Board may designate. The Treasurer shall have all powers and duties



usually incident to the office of Treasurer except as specifically limited by a resolution of the Board. The Treasurer shall have such other powers and perform such other duties as may be assigned to him from time to time by the Board or the President.

Section 4.13 **Salaries**. The officers of the Association shall not be entitled to any salaries or other compensation except for expenses incurred on behalf of the Association which shall be reimbursed.

ARTICLE V

FISCAL MATTERS AND BOOKS AND RECORDS

Section 5.01 **Fidelity Bonds**. The Board may require that any contractor or employee of the Association handling or responsible for Association funds furnish an adequate fidelity bond. The premium for any such bond shall be paid by the Association and shall constitute a Common Area Expense.

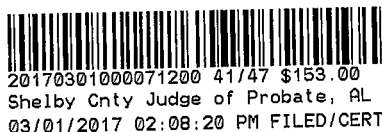
Section 5.02 **Books and Records Kept by Association**. The Association shall keep correct and complete books and records of account as required for homeowners' associations under Alabama law. The Association shall keep minutes of the proceedings of the members and of the Board and committees having any of the authority of the Board; and shall keep at the registered or principal office of the Association in Alabama a record of the names and addresses of the Directors, officers and all members of the Association who are entitled to vote.

Section 5.03 **Inspections**. The books and records of the Association may be inspected by any member, director or officer, or his agent or attorney, for any proper purpose at any reasonable time or as otherwise may be required under Alabama law. True and correct copies of the Certificate of Formation, Articles of Incorporation, these Bylaws, the Declaration, and all rules and regulations of the Association with all amendments thereto, shall be maintained at the principal or registered office of the Association and copies thereof shall be furnished to any member on request on payment of a reasonable charge therefor.

Section 5.04 **Contracts**. The Board may authorize any officer or officers, or agent or agents of the Association, in addition to the officers so authorized by the Declaration and these Bylaws, to enter into any contract or execute and deliver any instrument in the name of, or on behalf of the Association, and such authority may be general or confined to specific instances.

Section 5.05 **Checks, Drafts, etc.** All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President or a Vice President of the Association.

Section 5.06 **Deposits**. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.



Section 5.07 **Loans.**

(a) No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by resolution of the Board of Directors. Such authority may be general or confined to specific instances.

(b) No loans shall be made by the Association to its directors and officers. Any director or officer who assents to participate in the making of such loan shall be liable to the Association for the amount of such loan until the repayment thereof.

Section 5.08 **Gifts.** The Board may accept, on behalf of the Association, any contribution, gift, bequest or devise for the general purposes, or for any special purpose, of the Association.

Section 5.09 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

Section 5.10 **Budget.** The Board of Directors shall adopt separate budgets for each calendar year for estimated Common Area Expenses, if any, and shall approve the proposed Common Area Assessments, if any, to fund such expenses as contemplated by the budgets in accordance with the Declaration. Copies of the budgets and proposed assessments for the Lots shall be transmitted to each Lot Owner on or before December 1 preceding the year for which the budget is made. The Common Area Expenses considered in determining the budget therefor shall be those expenses specified in the Declaration plus any additional expenses which are deemed Common Area Expenses by the Board of Directors of the Association, from time to time. Annual Assessments for the Lots shall be based upon the budget for such year as may be determined pursuant to the Declaration or by the Board of Directors of the Association from time to time.

Section 5.11 **Assessments.** Assessments against the Lots as provided in the Declaration shall be paid annually in advance. Such assessments shall be due on the first day of each calendar year and shall be delinquent if not paid by the last day of such calendar month. The Board of Directors may change the collection of assessments from annually to semi-annually, quarterly or monthly by proper motion and approved by the Board of Directors.

Section 5.12 **Extraordinary Assessments.** Assessments for budget deficiencies, unforeseen expenses and emergencies that cannot be paid from the annual Common Area Assessments shall be made only after notice of the need for such is given to the Owners concerned, and such Extraordinary Assessments are approved by the applicable Owners as provided in the Declaration. Any Extraordinary Assessment shall be due within thirty (30) days after such notice of approval is given to the applicable Owners.

Section 5.13 **Notices.** The owner(s) of each Lot shall be obligated to furnish to the Secretary of the Association, the address, if other than the Lot of such owner(s), to which any notice or demand to the owner(s) under the Declaration or these Bylaws is to be given, and if no address other than such Lot shall have been designated, all such notices and demands shall be mailed or delivered to such Lot.

ARTICLE VI
INDEMNIFICATION

Section 6.01 **Action Other Than By Or In The Right Of The Association.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, including appeals (other than an action by or in the right of the Association), by reason of the fact that he or she is or was a director, officer, employee, partner or agent of the Corporation, or is or was serving at the request of the Association as a director, officer, partner, employee, member, manager or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such claim, action, suit or proceeding (including, without limitation, conduct with respect to an employee benefit plan) if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any claim, action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 6.02 **Action By Or In The Right Of The Association.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee, partner or agent of the Association, or is or was serving at the request of the Association as a director, officer, partner, employee, member, manager or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association or was adjudged liable on the basis that personal benefit was improperly received by him or her unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 6.03 **Indemnification Against Expenses of Successful Party.** Notwithstanding the other provisions of this Article VI, to the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections 6.01 and 6.02 hereof or in defense of any claim, issue or matter therein including the dismissal of an action, suit or proceeding without prejudice, the disposition of a claim or issue by partial summary judgment, or any other partial

success or the settlement of an action, suit or proceeding without admission of liability, such person shall be indemnified against all reasonable expenses (including attorneys' fees) incurred by him or her in connection therewith.

Section 6.04 **Determination of Right to Indemnification.** Any indemnification under Sections 6.01 and 6.02 hereof (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 6.01 and 6.02 of this Article VI. Such determination shall be made (1) by the Board of Directors of the Association by a majority vote of a quorum consisting of directors who are or were not parties to, or who have been wholly successful on the merits or otherwise with respect to, such claim, action, suit or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by a majority vote of a committee duly designated by the Board of Directors of the Association consisting solely of two or more directors not at the time parties to the proceeding, or (3) by special legal counsel selected by the Board of Directors or its committee in the manner prescribed in (1) or (2) above or, if such selection in the manner prescribed in (1) or (2) above cannot be used, then by a majority vote of the full Board of Directors or (4) by the members of the Association.

Section 6.05 **Advances of Expenses.** Expenses (including attorneys' fees) incurred in defending a civil or criminal claim, action, suit or proceeding may be paid by the Association in advance of the final disposition of such claim, action, suit or proceeding as authorized in the manner provided in Section 6.04 hereof upon receipt of a written affirmation of good faith belief that he or she has met the standards of conduct described in Sections 6.01 and 6.02 hereof and a written undertaking by or on behalf of the director, officer, employee or agent to repay such amount if and to the extent that it shall be ultimately determined that he or she is not entitled to be indemnified by the Association as authorized in this Article VI.

Section 6.06 **Right to Indemnification Upon Application; Procedure Upon Application.** Any indemnification shall be made promptly upon the written request of the person seeking indemnification, unless with respect to applications under Sections 6.01 or 6.02 hereof, a determination is reasonably and promptly made in the manner prescribed in Section 6.04 hereof that such director, officer, employee or agent acted in a manner set forth in such Sections as to justify the Association's not indemnifying such director, officer, employee or agent.

Section 6.07 **Other Rights and Remedies.** The indemnification authorized by this Article VI shall not be deemed exclusive of and shall be in addition to any other right to which those indemnified may be entitled under any statute, rule of law, provisions of the Certificate of Incorporation, Articles of Incorporation, By-Laws, Declaration, or agreement or the vote of members or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. It is the policy of the Association that indemnification of directors, officers, employees and agents shall be made to the fullest extent permitted by law. All rights to indemnification under this Article VI shall be deemed to be provided by a contract between the Association and such director, officer, employee, or agent who serves in such capacity at any time while these Bylaws and other relevant provisions of the

Alabama Nonprofit Corporation Law and other applicable laws, if any are in effect. Any repeal or modification thereof shall not affect any rights or obligations then existing.

Section 6.08 **Insurance.** The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, partner, employee, member, manager or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article VI.

Section 6.09 **Indemnity Fund.** Upon resolution adopted by the Board of Directors, the Association may establish a trust or other designated account, grant a security interest or use other means (including, without limitation, a letter of credit), to ensure the payment of certain of its obligations arising under this Article VI and/or agreements which may be entered into between the Association and its directors, officers, employees and agents from time to time.

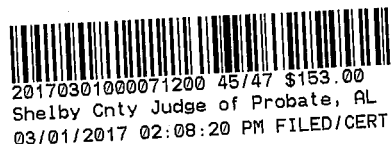
Section 6.10 **Survival of Indemnification.** The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such director, officer, employee or agent.

Section 6.11 **Savings Clause.** Neither the repeal nor modification of this Article VI nor the adoption of any provisions of the Articles of Incorporation, Association or Bylaws of the Association inconsistent with this Article VI shall adversely affect the rights of any director, officer, employee or agent with respect to any action, suit, proceeding or claim that, but for this Article VI, would accrue or arise prior to such repeal, modification or adoption of an inconsistent provision.

ARTICLE VII GENERAL PROVISIONS

Section 7.01 **Waiver of Notice.** Whenever any notice is required to be given under any provision of law, the Certificate of Formation, the Declaration or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the members, the Board or members of a committee of Directors need be specified in any written waiver of notice unless otherwise required by these Bylaws. Attendance by a Director at a meeting of the Board or by a member at a meeting of the members shall constitute a waiver of notice of such meeting, except where a Director or member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.


Section 7.02 **Incorporation by Reference.** All of the terms, provisions, definitions, covenants and conditions set forth in the Declaration are hereby expressly incorporated herein by reference as if fully set forth herein. In the event of any conflict or ambiguity between the terms,



provisions, definitions, covenants and conditions set forth herein in these Bylaws and in the Declaration, then the provisions of the Declaration shall at all times control.

Section 7.03 **Amendment.** Subject to any restrictions set forth in the Declaration, these Bylaws may be amended at any time and from time to time by the vote of the Board of Directors of the Association, without the consent or approval of any of the members of the Association, provided that the approval of the Developer is first obtained, until such time as there is no Lot without a Dwelling constructed thereon in the Development or the Developer elects to terminate its exclusive voting rights, whichever shall first occur. After the exclusive voting rights of Developer have been terminated as herein provided, these Bylaws may be amended, subject to the terms and provisions of the Declaration, by the affirmative vote of at least three-fourths (3/4) of the owners of the Lots.

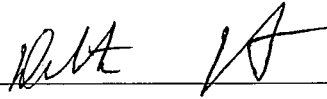
Section 7.04 **Seal.** The Board may, but shall not be obligated to, provide a corporate seal which shall be circular in form and have inscribed thereon the name of the Association, the state of incorporation and such other words as the Board may prescribe; provided, however, that the use of the seal of the Association on any contract or agreement shall not be required to evidence the validity, authenticity or approval of such contract or agreement.


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CERTIFICATE OF SECRETARY

I, the undersigned, being the Secretary of WHITE OAK MANOR OWNER'S ASSOCIATION, INC., an Alabama non-profit corporation, does hereby certify that the foregoing bylaws, consisting of Articles I to VII, inclusive, constitute a true and complete copy of the bylaws of the corporation as adopted by written consent of the board of directors during its organizational meeting on the 1st day of March, 2017.

WHITE OAK MANOR OWNER'S
ASSOCIATION, INC.



Secretary

(Corporate Seal)

