



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
STEEPLECHASE

BYATT & RHOADS  
Attorneys

2200 Peachtree Center Harris Tower  
Atlanta, Georgia 30303  
(404) 659-6600

1625 I Street  
Washington, D.C. 20006  
(202) 488-4418

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
STEEPLECHASE

This Declaration of Covenants, Conditions and Restrictions for Steeplechase is made this 8th day of December, 1980, by Steeplechase Building Corporation, Inc., an Alabama corporation, hereinafter collectively together with any successors who may take the Properties for purpose of development referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant desires to subject said property to the provisions of this Declaration and to create thereon a community of single family attached housing. Declarant desires to provide a flexible and reasonable procedure for the overall development of the property and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such property as is now or may hereafter be submitted to this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" and any additional property as may by subsequent amendment be added to and subjected to this Declaration shall be held, sold, and conveyed subject

to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property submitted to this Declaration and which shall be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.

## Article I

### Definitions

Section 1. Association shall mean and refer to Steeplechase Home Owners Association, Inc., an Alabama nonprofit corporation, its successors and assigns. The "Board of Directors" shall be the elected body having its normal meaning under Alabama corporate law.

Section 2. Properties shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such additional property as may hereafter be annexed by amendment to this Declaration.

Section 3. Owner shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is part of the Properties but excluding in all cases any party holding the fee simple title merely as security for the performance of an obligation.

Section 4. Common Area shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners.

Section 5. Area of Common Responsibility shall mean and refer to the Common Area together with those areas, if any, which become the responsibility of the Association.

Section 6. Lot shall mean a portion of the Properties other than the Common Area intended for any type of independent ownership, use, and occupancy as a residence by a single household. Lots shall be shown on the plats of survey which have been or will be subsequently filed, or amendments thereto.

Section 7. Mortgage or Mortgagee. Mortgage shall mean and refer to a contract or deed of trust by which an Owner of real estate binds his Lot (and improvements thereon) in favor of a lender to secure a debt such Owner owes to the lender. Mortgagee shall refer to the holder of the mortgage who is entitled to such payment under such mortgage.

## Article II

### Property Rights

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to easements reserved for the Declarant and to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any facility now or hereafter situated or constructed upon the Common Area.

(b) The right of the Association to suspend an Owner's voting rights and right to use the facilities for any period during which any assessment of the Association, or of any other association, if any, as may be made a part of the Properties, against said Owner's Lot remains unpaid, and for any infraction by an Owner of the Association's rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed thirty (30) days.

(c) The right of the Declarant with regard to the Properties which may be owned for the purpose of development to grant easements in and to the Common Area contained within the Properties to any public agency, authority or utility for such purposes as in Declarant's discretion benefit the Properties or portions thereof and the Owners thereof.

(d) The right of the Association to borrow money for the purpose of improving the Properties or any portion thereof, or acquiring additional Common Area, or for constructing, repairing or improving any facilities located or to be located on the Properties, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area; provided, however, that the lien and encumbrance of any such mortgage given by the Association shall be subject

and subordinate to any and all rights, interests, options, easements, and privileges herein reserved or established for the benefit of Declarant or any Owner, and to the holder of any mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Lot or other property located within Steeplechase.

(e) The right of the Association to dedicate or transfer all or any portion of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer (1) has been signed (i) by at least seventy-five (75%) percent of the votes which the Class "A" members of the Association present or represented by proxy are entitled to cast at a meeting duly called for such purpose, and (ii) by the Class "B" members of the Association, so long as such membership shall exist and (2) has been accepted by the appropriate agency of government to which it is dedicated or transferred.

(f) The right of Declarant and its successors or assigns to use the Common Area, including, without limitation, all roadways and streets, for ingress and egress to developed and undeveloped parts of Steeplechase or any property described in Exhibit "B," for all lawful purposes, including, without limitation, for constructing, maintaining, repairing, or building



roadways and streets, recreational amenities, residences, buildings, maintenance facilities, or any other improvements.

Section 2. Delegation of Use. Any Owner may delegate in writing his or her right of enjoyment to the Common Area and facilities to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and only in accordance with procedures the Board may adopt.

Section 3. Owner's Right to Ingress, Egress and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his or her Lot and shall have the right to lateral support. Such rights shall be appurtenant to and pass with the title to each Lot.

Section 4. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to the unwillful placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of the restrictions) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, that in no event shall an easement for encroachment exist

if such encroachment occurred due to willful conduct on the part of an Owner, tenant, or the Association. There shall be reciprocal appurtenant easements for the maintenance and repair of a party wall or walls, if any.

Section 5. Use of Common Area. Except for the right of ingress and egress, the Owners are hereby prohibited and restricted from using any of the Properties outside their respective Lots except as may be allowed by the Association's Board of Directors or as may be expressly permitted in this Declaration or the By-Laws.

Section 6. Rules and Regulations. The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Area and Area of Common Responsibility and facilities located thereon, including the imposition of reasonable user fees and limits upon the number of permitted guests. Additionally, the Board of Directors may establish rules and regulations concerning use of the Lots, including architectural and environmental controls. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents, until and unless such regulation, rule or requirement be specifically overruled, cancelled or modified by the Board or, in a regular or special meeting, by the vote of the members including the Class "B"

members so long as such membership shall exist. The Board shall have the authority to impose reasonable monetary fines and other sanctions, and monetary fines may be collected by lien and foreclosure as provided in Article VIII.

Section 7. Use of Lots. Except as may be otherwise expressly provided in this Declaration, each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted. Lease or rental of a Lot or any building thereon for residential purposes shall not be considered to be a violation of this covenant so long as the lease is in compliance with reasonable rules and regulations as the Board of Directors may promulgate. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration, the By-Laws, and the rules and regulations adopted hereunder.

Without the prior written consent of the Association's Board of Directors, nothing shall be done or kept in any Lot or in the Common Area or any part thereof to increase the rate of insurance on the Properties or any part thereof over what the Association, but for such activity, would pay. Noxious, destructive, or offensive activity, or any activity constituting an unreasonable source of annoyance shall not be carried on in any Lot or in the Common Area or any part thereof, and the Association shall have standing to initiate legal proceedings to abate such activity. Each Owner shall refrain from any act or

use of his or her Lot which could reasonably cause embarrassment, discomfort, or annoyance to other Owners, and the Board of Directors shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provision.

### Article III

#### Association Membership and Voting Rights

Section 1. Membership. Every person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Lot owned. In the event of multiple Owners, votes and rights of use and enjoyment shall be as provided herein. Ownership of a Lot shall be the sole qualification for membership, which shall be appurtenant to and may not be separated from such ownership. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's spouse, but in no event shall more than one vote for each class of membership applicable to a particular Lot be cast for each Lot.

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

(a) Class "A". Class "A" members shall be all Owners with the exception of the Declarant.

(b) Class "B". The Class "B" members shall be the Declarant, and any successor of the Declarant who takes title for the purpose of development and sale. The Class "B" member shall originally be entitled to one hundred sixty-two (162) votes; this number shall be decreased by one vote for each Class "A" member existing at any one time. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

(i) When the total outstanding Class "A" votes equal eighty-two (82);

(ii) Three (3) years from the date of recording this Declaration; or

(iii) When, in its discretion, the Declarant so determines.

From and after the happening of these events, whichever occurs earlier, the Class "B" member shall be deemed to be Class "A" members entitled to one vote for each Lot in which it holds the interest required for membership under Section 1 hereof. At such time, the Declarant shall call a meeting as provided in the By-Laws for special meetings to advise the Association membership of the termination of Class "B" status.

It shall specifically be permitted for Declarant to retain and to cast all Class "B" votes.

Article IV

Maintenance

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Area. Such maintenance shall be funded by the General Assessment to be assessed as provided herein against all Lots subject to this Declaration.

Section 2. Owner Responsibility.

(a) All maintenance of Lots, unless specifically identified as being the responsibility of the Association, shall be the responsibility of the Owner of such Lot.

(b) In the event that the Board of Directors of the Association determines that:

(i) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder; or

(ii) the need for maintenance, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees, and is not covered or paid for by insurance in whole or in part; then, in that event, the Association, except in the event of an emergency situation, shall give the Owner written notice of the Association's intent to provide such necessary maintenance,

repair or replacement, at Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs or replacement deemed necessary. The Owner shall have fifteen (15) days within which to complete said maintenance, repair or replacement, or in the event that such maintenance, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement at Owner's sole cost and expense; and said cost shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

## Article V

### Insurance and Casualty Losses

Section 1. Insureds. Insurance policies upon the common properties covering the items described below shall be purchased by the Board for the benefit of the Association, the members, and any mortgagees, as their interests may appear. Provision shall be made for the issuance of certificates of insurance. Such policies and endorsements shall be deposited with and held by the Secretary.

Section 2. Coverage. Insurance shall cover the following, when available:

(a) the full replacement cost of all common elements. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and against such other risks as are customarily covered with respect to buildings and improvements similar to the buildings and improvements on the Properties.

(b) public liability in such amounts and with such coverage as shall be determined by the Board of Directors;

(c) workmen's compensation (if required); and

(d) such other insurance as the Board of Directors may from time to time determine to be desirable.

Section 3. Premiums and Deductibles. Premiums upon insurance policies and that portion of any covered loss not compensated for because of the loss deductible clause of the policy shall be paid by the Association as a common expense, but charged to Class "A" or Class "B" members, as appropriate.

Section 4. Proceeds. The proceeds received by the Association from any indemnity paid under a hazard insurance policy shall be held by the Board of Directors. After deduction of all reasonable expenses of the Board in administering such proceeds, the net proceeds shall be used to repair the damages for which claim was made under the policy.

Section 5. Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other owners and with the



Association that each individual Owner shall carry blanket all-risk casualty insurance. Each individual Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the individual unit Owner shall proceed promptly to repair or reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed, and the individual Owner determines not to rebuild or to reconstruct, the individual Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction; provided, however, the decision not to rebuild must have the concurrence of at least fifty (50%) percent of the Owners, including the concurrence of all those owners of Lots immediately adjacent to the damaged or destroyed structure.

## Article VI

### Annexation and Transfer of Property

Section 1. Annexation Without Approval of Class "A" Membership. As the Owner thereof, or if not the Owner, with the consent of the Owner thereof, Declarant shall have the unilateral right, privilege and option, from time to time at any time to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit "B" attached hereto and by

reference made a part hereof, by filing in the Madison County, Alabama Records, an amendment annexing such property. Such amendment to this Declaration shall not require the vote of members. Any such annexation shall be effective upon the filing for record of such amendment unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other person the said right, privilege and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of said real property described in said Exhibit "B" attached hereto.

Section 2. Annexation With Approval of Class "A" Membership. Subject to the consent of the Owner thereof, upon the affirmative vote of seventy-five (75%) percent of the Class "A" members of the Association present or represented by proxy at a meeting duly called for such purpose, the Association may annex real property subject to the following limitation: the Association may at any time annex real property other than that shown on Exhibit "B", but the Association may annex property shown on Exhibit "B" only following the expiration of the right in Section 1. Any real property annexed shall be made subject to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Madison County, Alabama Records, a supplementary amendment in respect to the property being annexed. Any such supplementary amendment shall be signed by

the President and the Secretary of the Association, and any such annexation shall be effective upon filing unless otherwise provided therein. The time within which and the manner in which notice of any such meeting of the Class "A" members of the Association, called for the purpose of determining whether additional property shall be annexed, and the quorum required for the transaction of business at any such meeting, shall be as specified in the By-Laws of the Association for regular or special meetings as the case may be.

## Article VII

### Rights and Obligations of the Association

Section 1. The Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep it in good, clean, attractive, and sanitary condition, order and repair, pursuant to the terms and conditions hereof.

Section 2. Personal Property and Real Property for Common Use. The Association through action of its Board of Directors may acquire, hold, and dispose of tangible and intangible personal property and real property.

Section 3. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this

Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

## Article VIII

### Assessments

Section 1. Annual Assessment. The annual assessment for common expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots, and of maintaining the Properties, all as may be specifically authorized from time to time by the Board of Directors.

Section 2. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association for each Residential Unit owned and in accordance with the provisions hereof: (a) annual assessments or charges, (b) special assessments, such assessments to be established and collected as hereinafter provided, and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with Article II, Section

6, hereof. All such assessments, together with interest at the highest rate allowable under the laws of Alabama from time to time relating to usury for residential real estate loans, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual assessment for delinquents; unless the Board otherwise provides, the assessments shall be paid in monthly installments due and payable on the first day of each month.

Section 3. Computation of the Annual Assessment. The Board of Directors of the Association shall annually consider the maintenance, insurance, and other needs and responsibilities of the Association, including both short and long term reserves. It shall thereafter fix the assessment to be levied against each Lot during the succeeding fiscal year.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy

in any assessment year a special assessment, applicable to that year only. Any special assessment shall have the assent of at least a majority of the total vote of the Association who are voting in person or by proxy at a meeting duly called for this purpose plus the assent of the Class "B" member, so long as such membership exists.

Section 5. Notice of Meeting. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 shall be sent to all members not less than seven (7) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast over fifty (50%) percent of all the votes of the Class "A" members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with interest as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot except only for:

(a) tax liens in favor of the federal, state or local government; and

(b) all sums unpaid on a first mortgage of record. Any first mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for unpaid assessments which accrued prior to acquisition of title except to the extent all owners become responsible. All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in said records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments as provided herein, whether or not prior consent be specifically set forth in the instruments creating such liens or encumbrances.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may determine from time to time, but not to exceed the lesser of Twenty-Five (\$25.00) Dollars or the maximum amount allowable under the laws of the State of Alabama. The Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days from the due date, a lien shall attach, and shall include the late charge, interest on the principal amount due at the maximum allowable rate from the date

first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days from the due date, the Association may as the Board shall determine institute suit to collect such amounts or to foreclose its lien. Each Owner, by his or her acceptance of a deed to a Lot vests in the Association or its agent the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the residence at any foreclosure sale or to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein, including by way of illustration, but not limitation, abandonment of his or her Lot.

**Section 8. Date of Commencement of Annual Assessments.**

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of any portion of the Common Area to the Association.

**Section 9. Notice of Assessment Status.** Any Owner, contract purchaser, lender considering a loan of funds on a Lot,



or mortgagee shall be entitled upon request to a statement from the Association or its manager setting forth the amount of the assessment past due and unpaid against an Owner's Lot. Such request shall be in writing, delivered to the manager's or the registered office of the Association and shall state an address to where the statement is to be directed. Payment of a fee not to exceed Ten (\$10.00) Dollars may be required as a prerequisite to the issuance of such a statement.

## Article IX

### Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of any structure and any fence placed on the dividing line between two or more Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The reasonable repair and maintenance of a party wall not covered by insurance shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his or her

negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

## Article X

### General Provisions

Section 1. Enforcement. Each Owner and occupant shall comply strictly with the By-Laws and with the administrative rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed or lease to his or her Lot. Failure to do so shall be grounds for an action to recover sums due, for damages or injunctive relief or both, maintainable by the Board of Directors on behalf of the Association, or, in a proper case, by an aggrieved Owner. The Board of Directors may also impose fines or other sanctions, collection of which shall be as provided for in Article VIII hereof. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order

shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Mrs. Lillian Carter, mother of President Jimmy Carter.

Section 4. Notice of Sale, Lease or Mortgage. In the event an Owner sells, leases, or mortgages the Owner's property the Owner will be required to give to the Association in writing, the name of the purchaser, lessee, or mortgagee of the property.

Section 5. Amendments. The covenants and restrictions of this Declaration may be amended by an instrument signed by not less than seventy-five (75%) percent of the Class "A" and "B" votes, except as provided herein for unilateral annexation. Any amendment must be properly recorded in the public records of Madison County, Alabama. Notwithstanding any provision of this Declaration to the contrary, no amendment to this Declaration shall divest Declarant of any rights or powers specifically provided for Declarant or reserved in Declarant, including, without limitation, Declarant's right to use and develop the Properties.

Section 6. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall as a common expense maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is available at a reasonable cost.

Article XI

Mortgage Provisions

The following provisions apply to the Properties, and none may be amended without the consent of at least two-thirds (2/3) of the first mortgagees:

Section 1. Consent of Owners Required. Unless all institutional holders of first mortgages in Steeplechase have given their prior approval, the Association shall not be entitled to:

(a) by act or omission seek to abandon, alienate, release, partition, hypothecate, subdivide, encumber, sell, or transfer any common property owned, directly or indirectly, by the Association, for the benefit of the Lots; provided, however, the granting of easements for public utilities or for other public purposes consistent with the intended use of such common property shall not be deemed a transfer within the meaning of this clause;

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against an owner;

(c) by act or omission change, waive or abandon the system of regulations and enforcement established in this Declaration for architectural design or the exterior appearance and maintenance of Lots, and the maintenance of the Common Area;

(d) use hazard insurance proceeds for losses to any common property for other than the repair, replacement or reconstruction of such common property.

Section 2. Payment of Taxes. First mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common property. First mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 3. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any owner, or any other party, priority over any rights of the first mortgagee of a unit pursuant to its mortgage in the case of a distribution to such unit owner of insurance proceeds or condemnation awards for losses to or a taking of common property.

Section 4. Notice of Default. Notwithstanding anything contained herein which might otherwise be construed to the contrary, a first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by an Owner of a Lot, in which such mortgagee has an interest, of any obligation under the development documents which is not cured within sixty (60) days.

Section 5. Management Agreement Limitations. Notwithstanding anything contained herein which might otherwise be construed to the contrary, any agreement for professional management of the development, or any other agreement providing for services by the Declarant, may not exceed three (3) years and must provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or fewer written notice.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration under seal, this 8th day of Dec, 1980.

STEEPLECHASE BUILDING  
CORPORATION, INC.

By:

E. Wayne Bann  
President

Attest:

John C. Danif  
Secretary

**BY-LAWS OF  
STEEPLECHASE HOME OWNERS ASSOCIATION, INC.**

**HYATT & RHOADS**

**2200 Peachtree Center Harris Tower  
Atlanta, Georgia 30303  
(404) 659-6600**

**1625 I Street  
Washington, D. C. 20006  
(202) 488-4418**





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BY-LAWS OF  
STEEPLECHASE HOME OWNERS ASSOCIATION, INC.

Article I  
Name, Membership, Applicability, and Definitions

Section 1. Name. The name of the Association shall be Steeplechase Home Owners Association, Inc., (hereinafter sometimes referred to as the "Association").

Section 2. Membership. The Association shall have two (2) classes of membership, Class "A" and "B", as is more fully set forth in that Declaration of Covenants, Conditions, and Restrictions for Steeplechase, (said Declaration, as amended, renewed or extended from time to time, is hereinafter sometimes referred to as "the Declaration"), the terms of which pertaining to membership are specifically incorporated by reference herein.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in the Declaration unless the context shall prohibit.

Article II  
Association: Meetings, Quorum, Voting, Proxies

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors.

Section 2. Annual Meetings. The Association shall meet annually at least thirty ~~(30) days prior to the close of the fiscal year~~ as herein provided or initially set by the Board of Directors. After the first annual meeting, the succeeding meetings shall be held on the anniversary date or within one (1) week thereof in each year on such day as may be formally set by the Board.

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed by at least twenty-five (25%) percent of the members of the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the owner of record of each Lot a notice of each annual or special meeting of the Association stating the purpose of the special meeting as well as the time and place where it is to be held; if an Owner wishes notice to be given at an address other than his or her Lot, he or she shall have designated by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than thirty (30) days before a meeting.

Section 5. Waiver of Notice. Waiver of notice of meeting of the members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date and place thereof unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting is raised before the business, of which proper notice was not given, is put to a vote.

Section 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Voting. The voting rights of the members shall be as set forth in the Declaration and such voting rights provisions are specifically incorporated here.

Section 8. Proxies. A vote may be cast in person or by proxy. Proxies may be given to any person and shall be valid only for the particular meeting designated therein and must be filed in a signed writing with the Secretary before the appointed time of the meeting and may not be revocable except in writing.

Section 9. Majority of Owners. As used in these By-Laws, the term "majority" shall mean those votes, Owners, or

other group as the context may indicate totaling more than fifty (50%) percent of the whole.

Section 10. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of one-half (1/2) of the Members shall constitute a quorum at all meetings of the Association. In the event a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the first meeting. No such subsequent meeting shall be held more than sixty (60) days following the original meeting. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 11. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted by the meeting as well as a record of all transactions occurring thereat. Robert's Rules of Order (current edition) shall govern the conduct of all meetings of the Association when not in conflict with the Declaration or By-Laws.

### Article III

#### Board of Directors: Number, Powers, Meetings

##### A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the directors shall be Class "A" Owners or spouses of such Owners; provided, however, that no person and his or her spouse may serve on the Board at the same time.

Section 2. Directors During Declarant Control. The Directors shall be selected by the Declarant acting in its sole discretion on behalf of all Class "B" members of the Association and shall serve at the pleasure of the Declarant until the Class "B" membership terminates as provided in the Declaration unless the Class "B" member shall earlier surrender this right to select directors. The Directors selected by the Class "B" members acting through the Declarant need not be Owners or residents in the Community. The names of the initial Directors selected by the Class "B" members are set forth in the Articles of Incorporation of the Association.

Section 3. Number of Directors. The number of Directors in the Association shall be five (5).

Section 4. Nomination of Directors. Except with respect to Directors selected by the Class "B" members of the Association, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. ~~The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual meeting.~~ The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor.

Section 5. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) so long as there shall be a Class "B" membership, or until such earlier date as the Class "B" members shall determine, the Declarant shall appoint all Directors, who shall serve at the pleasure of the Class "B" members. Not later than the time Class "A" members are equal to or greater than forty (40), the Association shall call a special meeting to be held at which Members other than Declarant shall elect one of the directors. The director so elected shall not be subject to removal by Declarant acting alone. The homeowner director shall be elected for the shortest term available.

Not later than the time Class "A" members are equal to or greater than sixty-five (65), the Association shall call a special meeting to be held at which Owners other than Declarant shall elect an additional director. The director so elected shall not be subject to removal by Declarant acting alone. The homeowner director shall be elected for the shortest term available.

(b) At the first annual meeting of the membership after the termination of such Class "B" membership, and at each annual meeting of the membership thereafter, Directors shall be elected. The initial terms of the Directors shall be fixed at the time of their election as they among themselves shall determine. The term of one (1) Director shall be fixed at one (1) year; the term of two (2) Directors shall be fixed at two (2) years; and the term of two (2) Directors shall be fixed at three (3) years. At the expiration of the initial term of office of each respective member of the Board of Directors, a successor shall be elected to serve for a term of three (3)

years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

Section 6. Removal of Directors. Upon the termination of the Class "B" membership, at any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the votes of the Class "A" members voting in person or by proxy and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum; and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so removed and until a successor shall be elected at the annual meeting of the Association, at which time such Director's position would be filled in accordance with Section 4 of this Article III; provided, further, that vacancies occurring with respect to Directors selected by the Class "B" members of the Association shall be selected by such Class "B" member or members.

B. Meetings.

Section 8. Organization Meeting. The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board, and no formal notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present.

Section 9. Regular Meeting. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.



Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President upon five (5) days' notice to each Director, given personally or by mail or telegraph or telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two (2) Directors.

Section 11. Waiver of Notice. Any Director may, at any time, in writing, waive notice of the meeting of the Board of Directors and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by her or him of the time, place and purpose of such meeting, except when a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by a majority vote of the total vote of the Association at a regular or special meeting of the Association.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. Robert's Rules of Order (current edition) shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration or these By-Laws.

Section 15. Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors, or any action

that may be taken at a meeting of the Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

C. Powers and Duties.

Section 16. Powers and Duties. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and as provided by law, and may do all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the members. After the termination of the Class "B" membership, the Declarant shall have a veto power over all actions of the Board as is more fully provided below. This power shall expire two (2) years from the expiration date of the Class "B" vote, or upon the sale of one hundred twenty (120) Lots, or upon its surrender, whichever occurs first. This veto power shall be exercisable only by Declarant, its successors, and assigns. The veto shall be as follows:

No action authorized by the Board of Directors shall become effective, nor shall any action, policy or program be implemented until and unless:

(a) Declarant shall have been given written notice of all meetings by certified mail, return receipt requested or by personal delivery, at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies with Article III, Sections 9 and 10, of the By-Laws as to regular and special meetings of the Directors, and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) Declarant shall be given the opportunity, at any such meeting if Declarant so desires, to join in, or to have its representatives or agents join in, discussion from the floor of any prospective action, policy, or program to be implemented by the Board. Declarant and its representatives or agents shall make its concerns, thoughts, and suggestions known to the members of the Association and/or the Board. At such meeting, Declarant shall have, and is hereby granted, a veto power over any such action, policy or program authorized by the Board of Directors and to be taken by said Board, the Association, or any individual member of the Association if Board approval is necessary for said member's action. Said veto may be exercised by Declarant, its representatives, or agents at the meeting held

pursuant to the terms and provisions hereof. Any veto power shall not extend to the requiring of any action or counter-action on behalf of the Board or Association.

Section 17. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Area and facilities without the approval of the members of the Association; provided, however, that the Board shall obtain membership approval in the same manner as for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed Ten Thousand (\$10,000.00) Dollars outstanding debt at any one time.

Section 18. Rights of the Association. With respect to the common areas or other association responsibilities owned, and in accordance with the Articles of Incorporation and By-Laws of the Association, the Association shall have the right to contract with any person for the performance of various duties and functions.

Section 19. Hearing Procedure. The Board shall not impose a fine, suspend voting or infringe upon any other rights of a member or other occupant for violations of rules unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

(i) The alleged violation;

(ii) The action required to abate the violation;

(iii) A time period, not less than ten (10) days; and

(iv) a statement that during that time period the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

(b) Notice. If the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated at any time within twelve (12) months of demand, the Board or its delegate shall

serve the violator with written notice of a hearing to be held by the Covenants Committee in executive session. The notice shall contain:

- (i) The nature of the alleged violation;
- (ii) The time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice;
- (iii) An invitation to attend the hearing and produce any statement, evidence and witness on his behalf; and
- (iv) The proposed sanction to be imposed.

(c) Hearing. The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(d) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right a written notice of appeal must be received by the manager, President, or Secretary of the Association within thirty (30) days after the hearing date.

#### Article IV Officers

Section 1. Officers. The officers of the Association shall be a President, one Vice President, a Secretary, and a Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

Section 2. Election, Term of Office, and Vacancies. The Officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the members as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

#### Article V Committees

Section 1. General. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and shall operate in accordance

with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 2. Covenants Committee. The Board of Directors shall appoint a Covenants Committee consisting of at least five (5) and no more than seven (7) members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee shall be the hearing tribunal of the Association.

## Article VI Miscellaneous

Section 1. Fiscal Year. The initial fiscal year of the Association shall be set by resolution of the Board of Directors.

Section 2. Parliamentary Rules. Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Alabama law, the Articles of Incorporation, the Declaration, or these By-Laws.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Alabama law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Alabama law, the Declaration, the Articles of Incorporation and the By-Laws (in that order) shall prevail.

Section 4. Books and Records. The books, records and papers of the Association shall at all reasonable times be subject to inspection by any member of the Association upon reasonable notice at the Association's principal place of business.

Section 5. Notices. Unless otherwise provided in these By-Laws all notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first class postage prepaid:

(a) If to a Member, at the address which the Member has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the unit of such owner; or

(b) If to the Association, the Board of Directors or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall

be designated by the notice in writing to the owners pursuant to this Section.

Section 6. Audit. An audit of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide; provided, however, that after having received the Board's audit at the annual meeting, the owners by a majority vote may require that the accounts of the Association be audited as a common expense by a public accountant. Upon written request of any institutional holder of a first mortgage, such holder shall be entitled to receive a copy of the annual audited financial statement within ninety (90) days after the end of each fiscal year.

Section 7. Amendment. These By-Laws may be amended by the members of the Association at any regular or special meeting duly called for that purpose by the affirmative vote of a majority of the votes which the Class "A" members of the Association in attendance in person or by proxy are entitled to cast and by the Class "B" members so long as the Class "B" members shall exist. Notwithstanding the foregoing, those provisions of these By-Laws which are governed by said Declaration or by Alabama law may not be amended, repealed or altered except as provided in said Declaration or by applicable law. No amendment shall be effective until recorded.





C. The Committee's approval or disapproval, as required in these Covenants, shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

3. The floor area of the dwelling, exclusive of open porches and garages, shall be not less than 1,200 square feet on any lot.

4. No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat. In no event shall any building upon any lot be located nearer than 10 feet to the front lot line or nearer than 10 feet to the side lot line, except that a minimum 10 feet side yard shall be required for a garage. For the purpose of this Covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, 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.

9. No oil drilling, oil development operations, oil refining quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil, or any other substance, shall be erected, maintained or permitted upon any lot.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

11. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and same shall not be kept on any lot except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

12. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines, and the contrary herein notwithstanding no fence or wall shall be located any closer to the street than the minimum building setback line of 10 feet.

13. Each family unit in each single family dwelling shall have parking spaces equal to 2 spaces per family. These parking spaces shall be noted on each plot plan which shall accompany each set of drawings and specifications submitted to the Architectural Control Committee for approval. Driveways and parking areas shall be concreted with minimum 2,500 PSI concrete poured a minimum of 3 inches thick. No asphalt based paving shall be used for driveway or parking areas.

14. The owner proposes to construct on each of the aforesaid lots a townhouse. In the matter of the construction and completion of each of said townhouses, certain eaves, siding, roof overhangs, utility meters, and brick veneer attached to the structural walls will or may encroach over into the air space of an adjoining or contiguous lot. There is hereby created on each of said lots so affected an easement for said encroachments or overhangs created by said construction. In addition to the valid easements for each of said encroachments or overhangs, there is also granted the right to maintain and repair the same so long as said encroachments and overhangs shall and do exist. In the further event that any structure comprising a said townhouse is totally destroyed and then rebuilt, the Owners of said townhouse so affected agree that said encroachments and easements shall be permitted in the matter of the reconstruction and the right of maintenance shall continue to exist. Side lot lines as specified in Paragraph 4 of these Restrictions shall apply only to end building on each block, and it is understood that there is no side lot minimum on lots not located at the end of any block.

15. The authority of the Architectural Control Committee shall include the approval of exterior paint colors, brick type and color,

