

1150

300 DRAFT
12-10-89
FINAL

STATE OF ALABAMA)
COUNTY OF SHELBY)

**DECLARATION OF RESTRICTIVE COVENANTS FOR
CROSSBROOK FARMS, THIRD SECTOR**

KNOW ALL MEN BY THESE PRESENTS: That:

WHEREAS, Randall H. Goggans, (herein "the Developer") has heretofore acquired fee simple title of certain real property situated in Shelby County, Alabama and has subdivided such property into seven (7) tracts (herein "Lots") as described in map survey of Crossbrook Farms - Third Sector, as recorded in Map Book 13, Page 94, in the Probate Office of Shelby County, Alabama (the "First Survey"), and re-survey of Crossbrook Farms - Third Sector Revised, as recorded in Map Book 13, Page 148, in the Probate Office of Shelby County, Alabama (the "Second Survey") (it being the intent of this Declaration that this instrument apply to Tract No. 6 as shown in the First Survey and Tracts 1, 2, 3, 4, 5 and 7 as shown in the Second Survey, the aggregate of all such tracts being referred to herein as the "Property"); and

WHEREAS, the Developer desires to develop the Property into a residential estate subdivision to be known as Crossbrook Farms - Third Sector, subject to the restrictions and covenants set forth in this Declaration of Restrictive Covenants for Crossbrook Farms - Third Sector (herein "the Declaration"); and

WHEREAS, the Developer desires to subject each Lot owner as herein defined to membership in Crossbrook Third Sector Homeowners Association (the "Association").

NOW, THEREFORE, the Developer does, upon recording hereof, declare and make the Property and each of the Lots included in

James Burford

the subdivision of the Property subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Declaration, all of which are declared to be in furtherance of a plan for the improvement of the Property in a desirable and uniform manner, and all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall be for the benefit of each such owner of property or interest therein, and shall inure to the benefit of and be binding of and be binding upon each successor in interest to the owners thereof.

ARTICLE I

Land Use

1. The Property will be used for residential purposes only and not for any business or trade.

ARTICLE II

Building Requirements

1. MINIMUM STRUCTURE SIZE PRIMARY DWELLING. No Lot shall contain more than one primary dwelling (the "Dwelling") and no primary Dwelling shall be erected on any Lot which Dwelling contains less than 1850 square feet of living space, for a single story Dwelling, and not less than 1300 square feet of living space on the main level of a one and one-half or two story Dwelling. Living space is defined as heated/finished area and does not include porches, garages, basements, carports or attics. For the purpose of these restrictions, "Lot" shall mean any "Lot"

contained in the map recorded at Map Book 13, Page 148, Office of the Judge of Probate, Shelby County, Alabama and Tract 6 as shown on map recorded at Map Book 13, Page 94, Office of the Judge of Probate, Shelby County, Alabama, and any further subdivided Lot as specifically authorized by this Declaration.

2. EXTERIOR MATERIAL. No Dwelling or out building as hereinafter allowed shall use the following materials which shall be visible on the exterior of any such building: (a) concrete block; or (b) stucco over concrete block.

3. DRIVEWAYS. All driveways servicing any Lot shall be gravel, asphalt or concrete.

4. BUILDING LOCATION. No structure, other than fences, shall be located any closer than 100 feet from the Roadway nor shall any structure other than fences be located any closer than 50 feet from any non-Roadway Lot line (except Lot lines which are in the Lake). There is not a setback requirement for Lot lines that are in the Lake.

5. FENCING. The Architectural Control Committee shall have the right to approve any proposed fencing. No fences to be located within 100 feet of the private road located within the Property shall be constructed of wire or chain link.

6. TEMPORARY STRUCTURES AND OUTBUILDINGS. No mobile homes, temporary dwellings, stables or other buildings shall be built and used for residential purposes prior to the completion of the primary Dwelling. After completion of primary Dwelling on any Lot, stables, barns, guest houses or other outbuildings shall,

subject to the approval of the Architectural Control Committee, be allowed. Subject to the approval of the Architectural Control Committee, prior to the completion of the primary Dwelling, a stable or barn may be constructed so long as such stable or barn is not used for residential purposes.

7. DESIGN CRITERIA. The objective of the Architectural Control Committee hereinafter established is to provide for the quality development of all of the Lots within the subdivision.

8. SEPTIC TANKS. 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 or property line.

ARTICLE III

Architectural Control Committee

1. APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE. No structure, building, or fence shall be commenced, erected, placed, moved onto or permitted to remain on any Lot within the Property, nor shall any existing structure upon any Lot within the Property be altered in any way which materially changes the exterior appearance thereof until same is submitted to and approved by the Architectural Control Committee (herein "the Committee"). The Committee will be provided with such plans and specifications which will be in a form and shall contain such

information, as may be required by the Architectural Control Committee and shall include, but not necessarily be limited to:

A. a site plan of the Lot showing the location, height, and exterior design (including a summary of all proposed materials together with samples of exterior materials and paint colors) of all buildings and improvements proposed to be constructed on the Lot; and

B. a grading, and drainage plan for the Lot.

2. COMPOSITION OF THE COMMITTEE. The Architectural Control Committee ("the Committee"), until termination or modified pursuant to Article III, Paragraph 10 as hereinafter set out shall be composed of three individuals designated from time to time by the Developer. The affirmative vote of a majority of the members of the Committee shall be required in order to issue any permit and authorizations set forth herein.

3. EVIDENCE OF APPROVAL. The approval of the Committee shall be evidenced by written permit executed by one or more of the members of the Committee and counter-signed by the applicant therefor. The written permit shall be executed in duplicate with one copy to be retained by the applicant.

4. BASIS FOR DISAPPROVAL OF PLANS.

A. The scope of review by the Committee shall be limited to appearance only. In this regard, it is noted that the Lots are at least twenty (20) acres in size. Accordingly, dwellings will largely be obscured from view. The purpose of the Committee is to promote quality development on the Lots and not necessarily to

impose requirements concerning the type of structure or the design of such structures on such Lots. THE COMMITTEE DOES NOT ASSUME OR ACCEPT BY THE FILING HEREOF ANY RESPONSIBILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER FACTORS.

B. The Committee shall have the right to disapprove any plans and specifications submitted for approval for any of the following reasons:

- (1) failure of such plans and specifications to comply with the covenants and restrictions herein set forth;
- (2) failure to include information in such plans and specifications as may have been reasonably requested by the Committee;
- (3) reasonable objection to the exterior design, appearance or materials proposed to be used in any proposed structure;
- (4) incompatibility of use of any proposed structure or improvement with existing structures or uses upon other Lots in the Property;
- (5) objection to the site plan, clearing plan, drainage plan for any parcel;
- (6) failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environs of the Lot;
- (7) any other matter which, in the judgment of the Committee, would render the proposed structure, improvement, or uses inharmionious with the general plan of improvement of the Property or with structures, improvements, or uses located upon Lots in the Property.

C. In any case where the Committee shall disapprove any plans and specifications submitted hereunder, or shall approve

the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such actions were based. If no response is made by the Committee within a thirty (30) day period after submission of such plans and specifications, it shall be deemed that such plans and specifications are approved. In any such case the Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

5. RETENTION OF COPY OF PLANS. Upon approval by the Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

6. FAILURE TO OBTAIN APPROVAL. If any structure or improvement shall be altered, erected, placed or maintained upon any Lot, or any new structure or improvement commenced on any Lot, other than in accordance with plans and specifications approved by the Committee pursuant to the provisions of this Article III, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this covenant, and without the approval required herein, and, upon written notice from the Committee, any such structure or improvement as

altered, erected, placed or maintained shall be corrected as to extinguish such violation.

BOOK 270 PAGE 724 If fifteen (15) days after the notice of such violation the owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or correction of the same, the Developer shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish the violation and the cost thereof shall be a binding, personal obligation of such owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. The lien provided in this covenant shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Shelby County prior to the recordation among the Land Records of Shelby County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

7. CERTIFICATE OF COMPLIANCE. Upon completion of the construction or alteration of any structure or improvement in accordance with the plans and specifications approved by the Committee, the Committee shall, upon written request of the owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure or improvement and the Lot on which such structure or improvement is placed, and stating that the plans and specifications, the location of such structure or improvement and the use or uses to be conducted thereon have

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been approved and that such structure or improvement complies with the requirements of the Committee. Preparation and recording of such certificate shall be at the expense of such owner. Any certificate of compliance issued in accordance with the provisions of this Article III, Paragraph 7, shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all structures or improvements on the Lot, and the use or uses described therein comply with all the requirements of this Article III, and with all other requirements of this Declaration as to which the Committee exercises any discretionary or interpretive powers.

8. INSPECTION RIGHTS. Any agent of Developer or the Committee may at any reasonable time or times enter upon and inspect any Lot or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures and improvements thereon are in compliance with the provisions hereof; and neither Developer nor the Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

9. WAIVER OF LIABILITY. Neither the Committee nor any architect nor agent thereof, nor Developer, nor any partner, agent, or employee of any of the foregoing, shall be responsible in any way for (i) any failure of structures or improvements to

comply with requirements of this Declaration, although a certificate of compliance has been issued; (ii) any defects in any plans and specifications submitted, revised, or approved in accordance with the foregoing provisions; or (iii) any structural or other defects in any work done according to such plans and specifications and all persons submitting any such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to in this Section 9 for any cause arising out of the matters referred to in this Section 9 and further agree to and do hereby release said entities and persons for any and every such cause.

10. DURATION.

A. The rights of the Developer as to the Architectural Control Committee shall terminate upon the earlier of:

(i) the date that a primary dwelling has been constructed and completed on the last Lot in the subdivision, that is to say, all Lots within the subdivision shall at that time have primary dwellings constructed upon them; or

(ii) the resignation or inability of the Developer to perform on the Committee.

B. After the Developer's involvement with the Committee has ended, the Committee shall be comprised of at least three (3) people who are Lot owners and are designated by the Board of Directors of the Association as hereinafter referred to in Article VI, Paragraph 4.B.

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C. Inactivity of the Committee shall not be deemed a waiver of the rights of the Committee.

ARTICLE IV

Roadway

A. ROADWAY. The road ("the Road") accessing the Lots existing on the Property is a private road. The Developer does hereby grant to each Lot and each Lot shall enjoy as an appurtenance a non-exclusive perpetual easement for ingress, egress and utilities to benefit only the Lots, which easement shall run with the land. Each Lot over which the Road runs is hereby subject to such easement. The easement established herein shall be thirty (30) feet from both sides of the center line of the Road as it is described on Exhibit "B" attached hereto and incorporated by reference herein and as it physically exists, notwithstanding the physical width of the Road, that is to say, the Road as defined herein is a sixty (60) foot right-of-way. This aspect of the Declaration is not subject to termination for any reason.

B. ROAD MAINTENANCE.

(i) The Developer shall maintain the Road for a period of one (1) year from the date of the recording of this Declaration (herein "the Developer Maintenance Period"). The Developer shall install stone columns on each side of the Roadway as it enters the Property on the west side approximately 3 to 4 feet in height with a wall extending on either side of such columns approximately 20 to 30 feet. The Developer shall seal the Road

prior to the expiration of the Developer Maintenance Period and shall provide a letter of credit or other security in favor of the Lot owners other than the Developer in an amount equal to the cost of providing such seal.

(ii) After the Developer Maintenance Period has expired, the Road shall be maintained by the Association, each Lot owner bearing 1/7 of any such expense authorized by the Association. An affirmative vote of at least a majority of the members of the Association shall be necessary to effectuate any improvement, repair or maintenance of the Road unless such repairs are required by any governmental authority having jurisdiction, in which case such repairs or maintenance required by such authority shall be binding on all of the owners. The provisions of Article VI, Paragraph 10, shall apply to road maintenance so long as the Road is a private road, notwithstanding any earlier termination of these covenants.

C. CONVERSION TO A PUBLIC ROAD.

(i) The Road may be offered for dedication to the appropriate governmental authority as a public road at any time upon the affirmative vote of 2/3 of the owners of the Lots ("the Requisite Vote").

(ii) Upon obtaining the Requisite Vote, all costs of dedication, including any expenses necessary to upgrade the Road, shall be divided equally between the Lot owners. By accepting an instrument granting title to a Lot within the Subdivision (whether legal or equitable, by deed, mortgage or otherwise), any

person so obtaining title to a Lot shall be deemed to have granted to any or all of the other owners of Lots, a power of attorney coupled with an interest in order to accomplish an authorized dedication as provided for herein.

D. Each Lot owner shall indemnify and hold harmless the other Lot owners from and against any cause of action, claim or demand caused by any Lot owner's (their invitees or guests) damage to the Roadway.

ARTICLE V

Lake

A. PRIVATE USE. The lake as shown on attached Exhibit "A" ("the Lake") shall only be used by and benefit Lots 2, 3, 5 and 7 ("the Lake Lots"). No owner of a Lake Lot shall allow guests or invitees the use of the Lake unless such Lake Lot owner is present at the time of such use.

B. OWNERSHIP. It is expressly understood and by accepting a deed or mortgage to a Lake Lot, each such Lake Lot owner or mortgagee recognizes that the ownership of the Lake bed shall be as depicted on Exhibit "A," however, the owners of the Lake Lots shall have the unrestricted use of the entire Lake for boating, fishing and swimming.

C. RESTRICTIONS.

(i) No boat houses shall be constructed on any Lake Lot.

(ii) Only electric boat motors shall be used on the Lake.

No internal combustion boat motors shall be used.

(iii) No owner of a Lake Lot shall make such use of the water in the Lake so as to cause the pool of the Lake to diminish below its natural state.

D. MAINTENANCE.

(i) The Developer shall maintain the Lake and shall stock the Lake with bass and bream and fertilize the Lake all in accordance with the recommendations of the State of Alabama Department of Fish and Game for a period of one (1) year from the recording of this Declaration ("the Developer Maintenance Period").

(ii) After the Developer Maintenance Period, maintenance and care of the Lake shall be conducted through the Association and shall be determined by the affirmative vote of 3/4 of the owners of the Lake Lots unless such repairs and maintenance are required by any governmental authority having jurisdiction, in which case such repairs or maintenance required by such authority shall be binding on all of the Lake Lot owners. Any Lake Lot owner may originate a written petition for Lake repairs or maintenance. Such petition shall be sufficient if given to the owners of the Lake Lots at the addresses listed with the tax assessor of Shelby County, Alabama. Failure by any Lake Lot owner to respond to any such notice within thirty (30) days of the date of such notice shall be conclusively deemed to bind the non-responding Lake Lot owner to the proposed repairs or maintenance and shall be deemed an affirmative vote for such proposed repairs or maintenance. Article VI, Paragraph 10, shall

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apply to Lake maintenance and repairs, notwithstanding the earlier termination of these covenants.

E. The aspects of this Declaration relating to the Lake as set forth in this Article V are not subject to termination as set forth in Article VI, Paragraph 9.

ARTICLE VI

Miscellaneous

1. ANIMALS. No dog kennels for commercial purposes will be allowed, and no more than one horse per acre of any given Lot shall be allowed on each Lot. No cows, swine or fowl will be allowed (except the Lake Lots may maintain water fowl, including ducks and geese), and no commercial breeding of any animals will be allowed.

2. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Property.

3. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising the Property for sale or rent, or signs used by a builder to advertise the Property during construction and sale period.

4.

A. GRANTEE'S ACCEPTANCE. The grantee of any Lot subject to the coverage of this Declaration, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from

Developer or a subsequent owner of such Lot, shall accept such deed or other contract upon and subject to each and all of these restrictions herein contained and other easements, restrictions and reservations of record.

B. CROSSBROOK THIRD SECTOR HOMEOWNERS ASSOCIATION, INC. (the "Association"). By accepting a deed to a Lot, as an appurtenance to such Lot, an owner shall become a member of the Crossbrook Third Sector Homeowners Association, Inc. and be subject to the Articles of Incorporation and By-Laws of such Association as they exist and are from time to time amended. Copies of the initial Articles of Incorporation and By-Laws are attached hereto as Exhibits "C" and "D."

5. INDEMNITY FOR DAMAGES. Each and every Lot owner and future Lot owner, in accepting a deed or contract for any Lot subject to this Declaration, agrees to indemnify Developer for any reasonable direct damage (but not consequential damages) caused by such owner, or the contractor, agent, or employees of such owner, to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines owned by Developer, or for which Developer has responsibility, at the time of the damage.

6. SEVERABILITY. Every one of the provisions and restrictions is hereby declared to be independent of, and severable from the rest of the provisions and restrictions and of and from every other one of the provisions and restrictions and

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of and from every combination of the provisions and restrictions.

7. OWNER. As used herein, "Owner" shall mean the record fee title owner of a Lot within the Subdivision, whether such ownership is by one or more person and/or entity.

8. NO REVERTER. No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

9. DURATION AND AMENDMENT. The restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of and shall be enforceable by Developer, the Architectural Control Committee, and the owner of any Lot included in the Property, their respective legal representatives, heirs, successors and assigns until the 31st day of December, 2008, after which time said restrictions shall be automatically extended for successive periods for 10 years. The termination aspects set forth herein do not apply to the Road and Lake. This Declaration may not be amended in any respect except by the execution of an instrument shall be filed for 2/3 of the Lot owners, which instrument shall be filed for recording among the Land Records of Shelby County, Alabama, or in such other place of recording as may be appropriate at the time of the execution of such instrument. After December 31, 2008, this Declaration may be amended and/or terminated in its entirety (with the exception of the provisions regarding the Lake and Road) by an instrument signed by not less than a majority of the Lot owners, which instrument shall be filed for recording among the Land Records of

Shelby County, Alabama, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

10. ENFORCEMENT. In the event of a violation or breach of any of these restrictions or any amendments thereto by any owner of a Lot, or employee, agent, or lessee of such owner, the owner(s) of Lot(s), Developer, their successors and assigns, or any party to whose benefit these restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages for any amounts required to be paid hereunder, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that party or of any other party to assert any right available to him upon the recurrence of continuation of said violation or the occurrence of different violations.

Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled specifically to relief by way of injunction as well as any other available relief either at law or in equity.

Any party to proceeding who succeeds in enforcing a restriction or enjoining the violation of a restriction against a

Lot owner may be awarded a reasonable attorney's fee against such Lot owner.

The Association shall have the right to place a recorded lien on any Lot for the purpose of securing the payment of any amounts owing by a Lot owner under this Declaration and the Association may enforce such lien in the same manner as foreclosure of a mortgage.

11. NO WAIVER. The failure of any party entitled to enforce any of these restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such violation or breach occurring prior or subsequent thereto; provided, however, that approval of plans pursuant to Article III shall be binding on any and all parties as a conclusive determination that such plans are in conformity with these restrictions. Notwithstanding this Article VI, Paragraph 11, it is expressly understood that if a patent violation of these covenants occurs that is known to any person entitled to enforce these covenants and no such party raises a timely objection, that any such violation shall be deemed waived as to such violation.

12. All Lot owners shall maintain their Lot and the improvements thereon in a neat and orderly fashion.

13. Attached hereto as Exhibit "A" is a map of Crossbrook Farms Third Sector which depicts the Lots, the Roadway and the Lake.

14. Lloyd Smith and wife, Darlene W. Smith (the owners of Tract 6) have executed this document indicating their consent to be bound by the terms of this Declaration and that Tract 6 is subject to the easement as set forth in Article IV, Paragraph A. above notwithstanding the easement set forth in the deed wherein the Smiths acquired title to Tract 6.

15. First Alabama Bank, by executing this document, indicates its express consent to be bound by the terms of this Declaration and further expressly acknowledges that its mortgage, as it appears in Real 253, Page 265 and Real 171, Page 849, in the Office of the Judge of Probate, Shelby County, Alabama, is expressly subservient to and subject to the easement grant as set forth in Article IV, Paragraph A above and expressly acknowledges that any foreclosure of its mortgage shall not in any way disturb such easement as it appears as an appurtenance to the Lots, that is to say that anyone acquiring title to a Lot (including First Alabama Bank) through a foreclosure of the First Alabama Bank mortgages as referred to herein shall take such title to such Lot subject to the said easement. This Paragraph 15 shall be binding on First Alabama Bank, its successors and assigns.

16. By executing this document, Randall H. Goggans, as the incorporator of Crossbrook Third Sector Homeowners Association, Inc., hereby binds such Association to the terms and conditions set forth in this Declaration.

IN WITNESS WHEREOF, the undersigned, as the owner of the Property, has caused this Declaration to be executed as of the 15th day of December, 1989.

Randall H. Goggans
RANDALL H. GOGGANS

Lloyd Smith
LLOYD SMITH

Darlene W. Smith
DARLENE W. SMITH

FIRST ALABAMA BANK

BY: [Signature]
ITS: President

CROSSBROOK THIRD SECTOR
HOMEOWNERS ASSOCIATION, INC.

BY: Randall H. Goggans
ITS: Incorporator

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Randall H. Goggans, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15th day of December, 1989.

[Signature]
Notary Public

My Commission Expires: 3-1-90

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STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lloyd Smith and Darlene W. Smith, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15 day of DECEMBER, 1989.

[Signature]
Notary Public

My Commission Expires: 3-1-90

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Charles L. Hatterson, whose name as vice President of First Alabama Bank, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this 15 day of December, 1989,
1989.

[Signature]
Notary Public

My Commission Expires: _____

MY COMMISSION EXPIRES MARCH 15, 1993

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STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Randall H. Goggans, whose name as incorporator of Crossbrook Third Sector Homeowners Association, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this 15th day of December, 1989.

J. A. G.
Notary Public

My Commission Expires: 3.1.90

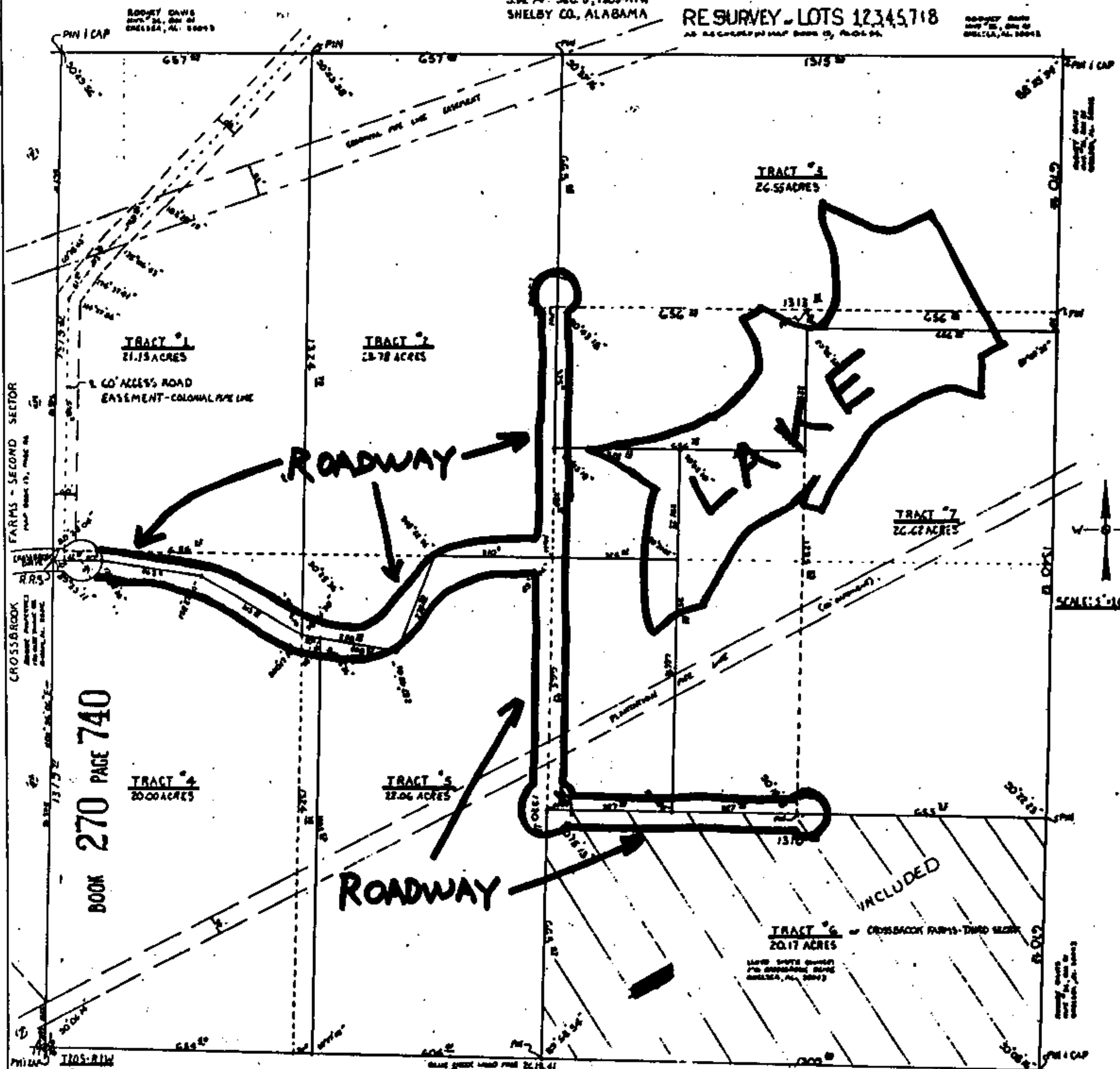
MY COMMISSION EXPIRES MARCH 15, 1990

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CROSSBROOK FARMS-THIRD SECTOR A

S.W. 1/4 SEC. 9, T20S-R1W
SHELBY CO., ALABAMA

RE SURVEY - LOTS 12, 34, 57, 18



State of Alabama
County of Shelby

I, the undersigned, being a duly qualified and sworn surveyor for the State of Alabama, do hereby certify that the foregoing is a true and correct copy of the survey of the land described in the foregoing plat, and that the same is in accordance with the laws of the State of Alabama, and that the same is in accordance with the laws of the State of Alabama, and that the same is in accordance with the laws of the State of Alabama.

Witness my hand and seal this 15th day of November, 1968.

Surveyor

State of Alabama
County of Shelby

I, the undersigned, being a duly qualified and sworn surveyor for the State of Alabama, do hereby certify that the foregoing is a true and correct copy of the survey of the land described in the foregoing plat, and that the same is in accordance with the laws of the State of Alabama, and that the same is in accordance with the laws of the State of Alabama, and that the same is in accordance with the laws of the State of Alabama.

Witness my hand and seal this 15th day of November, 1968.

Surveyor

NOTE: THESE SURVEY PLATS SHOWING EASEMENTS FROM A
DECEASED COUNTY ROAD TO OUTSIDE OF EACH TRACT OF LAND.

SINGLE EASEMENT EASEMENTS

NOTE: LOCATION OF ROADWAY AND LAKE ARE APPROXIMATE. THIS MAP IS FOR ILLUSTRATION PURPOSES ONLY, IN ORDER TO DEPICT THE ROADWAY, LAKE AND THE LOTS

EXHIBIT 'A'

EXHIBIT 'B'
HICKEY & MARTIN LAND SURVEYING
401 NORTH ELM AVENUE
P. O. BOX H
SYLACAUGA, ALABAMA 35150

SAM W. HICKEY
205-245-3324

December 7, 1989

BILLY R. MARTIN
205-249-9603

60.0' Road Easement Description
Crossbrook Farms-Third Sector Revised

State of Alabama
Shelby County

Description to-wit:

From the S.W. corner of Section 9, T20S-R1W, run thence North along the West boundary of said Section 9 a distance of 1295.47 feet to the point of beginning of the centerline of a 60.0 foot road easement; thence turn $90^{\circ}26'49''$ right and run 72.50 feet to the radius point of a 100.0 foot cul-de-sac; thence continue along said course a distance of 50.0 feet; thence turn $06^{\circ}51'40''$ right and run 263.0 feet; thence turn $21^{\circ}32'30''$ right and run 313.37 feet; thence turn $20^{\circ}17'14''$ left and run 250.97 feet; thence turn $77^{\circ}48'06''$ left and run 270.90 feet; thence turn $68^{\circ}52'26''$ right and run 310.0 feet; thence turn $89^{\circ}30'45''$ left and run 705.07 feet to a radius point of a 100.0 foot cul-de-sac; thence turn $180^{\circ}00'$ right and run 1370.15 feet to the radius point of a 100.0 foot cul-de-sac; thence turn $90^{\circ}15'13''$ left and run 695.31 feet to the radius point of a 100.0 foot cul-de-sac, said point and cul-de-sac being the termination point of herein described easement.

I hereunto set my hand this the 7th. day of December, 1989.

HICKEY & MARTIN L.S., INC.


SAM W. HICKEY

4848
Al. Reg.

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EXHIBIT 'C'

ARTICLES OF INCORPORATION OF CROSSBROOK THIRD SECTOR HOMEOWNERS' ASSOCIATION, INC. A NON-PROFIT CORPORATION

TO THE HONORABLE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA:

We, the undersigned, each of whom is over the age of nineteen years, desiring to organize a non-profit corporation under the provisions of the Alabama Non-Profit Corporation Act (Code of Alabama, 1975, Section 10-3A-1 et seq.), hereby sign, verify and file these Articles of Incorporation and certify as follows:

1. NAME: The name of the corporation is:

Crossbrook Third Sector Homeowners' Association, Inc.

2. DURATION: The period of duration of the corporation shall be perpetual.

3. PURPOSE: The terms used herein shall have the meaning attributed to them in the Declaration of Restrictive Covenants for Crossbrook Farms, Third Sector (the "Covenants"). The specific purposes for which the corporation is organized are to provide for the maintenance, operation, management and repair of the roadway and lake within that development known as Crossbrook Farms, Third Sector and to implement and carry out the provisions of the Covenants.

Notwithstanding any other provision of the Articles, the corporation is not organized for private pecuniary profit, nor shall it have any power to issue certificates of stock or declare dividends, and no part of its net earnings, if any, shall inure to the benefit of any member, director, or individual. The corporation shall not enter into any transaction, carry on any activity, or engage in any business for pecuniary profit.

In connection with the purpose of the corporation described above, the corporation may:

- (a) Exercise all of the powers and privileges and perform all of the duties and obligations of an association of Lot Owners as set forth in the Covenants, recorded in the Office of the Judge of Probate of Shelby County, Alabama in Volume _____, Page _____, as the same may be amended from time to time as therein provided, said Covenants being incorporated herein as if herein set forth at large and at length.

(b) Fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Covenants; pay all expenses in connection therewith and all office or other expenses incident to the conduct of the business of the corporation, and to collect, hold, invest and expend all funds paid to the corporation as agent of and for the Lot Owners.

(c) Maintain the roadway and lake and all improvements located thereon, make payments of taxes, insurance, repairs, and any other expenses necessary to the maintenance of said property, and pay operating expenses of every kind and character whatsoever, and any other desirable improvements from time to time as this corporation shall deem best.

(d) Enforce the covenants and restrictions contained in the Covenants, and make, establish and enforce reasonable rules and regulations governing the administration, management and use of the common areas and facilities.

(e) Purchase, acquire, hold, improve, sell, convey, assign, exchange, release, mortgage, encumber, lease, hire and deal in real and personal property of every kind and character.

(f) Apply for, purchase, or acquire by assignment, transfer or otherwise, and hold, mortgage or otherwise pledge, and sell, exchange, transfer, and deal in any license, power, authority, concession, right or privilege which any non-profit corporation may make or grant.

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

(h) Solicit and receive funds and other property, real, personal, and mixed, and interests therein, by gift, transfer, devise, or bequest, and invest, hold, manage, administer, expend and apply such funds and property subject to such conditions and limitations, if any, as may be expressed in any instrument evidencing such gift, transfer, devise or bequest.

(i) Exercise all of the powers vested in non-profit corporations by the Constitution and laws of the State of Alabama, including, without limitation, the Alabama Non-Profit Corporation Act, Code of Alabama, 1975, Section 10-3A-1, et seq.

The foregoing clauses, and each phrase thereof, shall be construed as objects and purposes of this corporation in addition to those powers specifically conferred upon the corporation by law, and it is hereby expressly provided that the foregoing specific enumeration of purposes and powers shall not be held to

limit or restrict in any manner the powers of the corporation otherwise granted by law. Nothing herein contained, however, shall be construed as authorizing this corporation to carry on any business for profit.

4. MEMBERS: The corporation shall have one class of members. Every person or entity who is a record owner of a fee simple title to any Lot in Crossbrook Farms, Third Sector, as defined in the Covenants, shall be a member.

5. BOARD OF DIRECTORS:

(a) Control and Management of the Corporation: The control and management of the corporation and its property and affairs shall be vested in the Board of Directors.

(b) Initial Directors: The Board of Directors shall initially be composed of three (3) Directors. The names and addresses of the persons who are to serve as the initial Directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Randall H. Goggans	150 Olde Towne Road Birmingham, Alabama 35216
Lloyd Smith	170 CROSSBROOK DR. CHICKEN, AL. 35043
Bernard Schencker	RT 5 BOX 600 TALLADEGA, AL 35760

(c) Election: Directors shall be elected at the annual meeting of the members of the Association by majority vote of the members.

(d) Action by Consent: Any action required or permitted to be taken at any meeting of the Board of Directors of the corporation or of any committee thereof may be taken without a meeting, if a consent in writing setting forth the action so taken is signed by all members of the Board of Directors or members of such committee. Such consent shall have the same force and effect as a unanimous vote of the Board of Directors or such committee.

(e) By-Laws: The provisions for the internal regulation and management of the affairs of the corporation shall be set forth in the By-Laws. The Board of Directors shall have the

power to alter, amend or repeal the By-Laws, or adopt new By-Laws, in any manner not inconsistent with these Articles of Incorporation or applicable laws of the State of Alabama.

6. INITIAL REGISTERED AGENT AND OFFICE: The address of the initial registered office of the corporation is 150 Olde Towne Road, Birmingham, Alabama, 35216. The name of the registered agent at such address is Randall H. Goggans.

7. OFFICERS: The officers of the corporation shall consist of a President, a Secretary, a Treasurer, and such other officers and assistant officers as may be deemed necessary, each of whom shall be elected or appointed at such time, in such manner and for such terms as may be prescribed in the By-Laws.

8. NON-STOCK AND NON-PROFIT STATUS:

(a) This corporation shall have no capital stock, is not organized for profit, and does not contemplate pecuniary gain or profit to the members, individuals, officers or directors thereof. No part of the earnings of the corporation shall inure to the benefit of any member, individual, officer, or director. The corporation does not contemplate the distribution of gains, profits, or dividends to any member, individual, officer or director thereof, and is organized solely for non-profit purposes..

(b) Nothing herein shall authorize the corporation, directly or indirectly, to engage in or include among its purposes, any activities proscribed by the Alabama Non-Profit Corporation Act (Code of Alabama, 1975, Section 10-3A-1 et seq.).

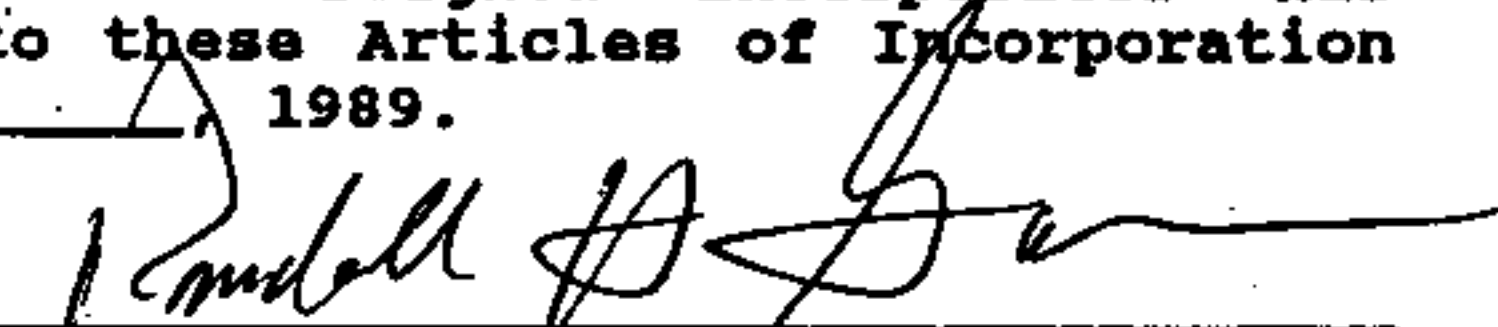
9. DISSOLUTION OF CORPORATION: Should the corporation be dissolved at any time by voluntary or involuntary action, its assets remaining after payment of, or provision for payment of, all debts and liabilities of the corporation shall be distributed to such members or persons as may be specified in a plan of distribution adopted in accordance with Code of Alabama, 1975, Section 10-3A-142.

10. NO PERSONAL LIABILITY: No individual, member, director or officer of the corporation shall be personally liable for the debts or obligations of the corporation.

11. INCORPORATOR: The name and address of the incorporator is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Randall H. Goggans	150 Olde Towne Road Birmingham, Alabama 35216

IN WITNESS WHEREOF, the undersigned incorporator has
hereunto subscribed his name to these Articles of Incorporation
this 15th day of December, 1989.

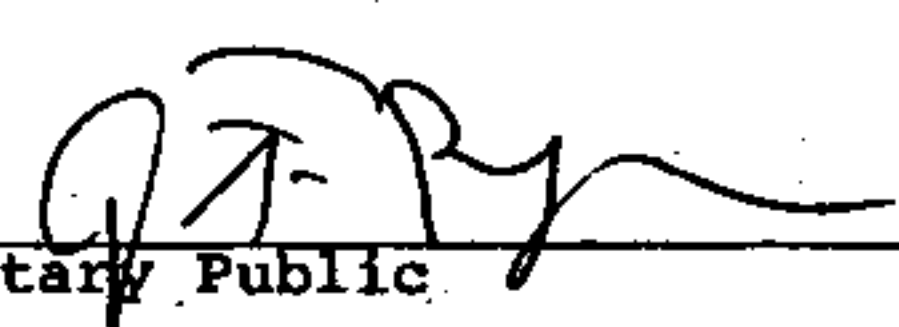

Randall H. Goggans

STATE OF ALABAMA)

JEFFERSON COUNTY)

Before me, the undersigned, a Notary Public in and for said
County in said State, personally appeared Randall H. Goggans, being
known to me and who, being by me first duly sworn, deposes and says
that he is the initial incorporator of Crossbrook Third Sector
Homeowner's Association, Inc., and the facts contained in the
above and foregoing declaration are true and correct.

Given under my hand and seal on this the 15th day of December,
1989.


Notary Public

My Commission Expires: 3/1/90

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EXHIBIT 'D'

BY-LAWS

OF

CROSSBROOK THIRD SECTOR HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

POWERS AND PURPOSES

The powers and purposes of the Corporation shall be as set forth in the Articles of Incorporation.

ARTICLE II

OFFICES

Section 1. Registered Office and Registered Agent. The Corporation shall have and continuously maintain in the State of Alabama a registered office and a registered agent whose office is identical with such registered office.

Section 2. Other Offices. The Corporation may have other offices, either within or outside of the State of Alabama, at such place or places as the Board of Directors may from time to time establish and as the business of the Corporation may require.

ARTICLE III

MEMBERSHIP

Section 1. Classes of Members. The Corporation shall have one class of members. Every person or entity who is a record owner of a fee simple title to any Lot in Crossbrook Farms Third Sector, as defined in the Declaration of Restrictive Covenants for Crossbrook Farms Third Sector (the "Declaration") shall be a member. Membership shall be appurtenant to and may not be separated from ownership in any Lot. The transfer of the fee simple title to any Lot, other than a transfer as security for payment of obligations, shall include the membership rights of an owner in the Corporation.

Section 2. Interest of Members. No member of the Corporation shall have any right, title or interest in or to the whole or any part of the property or assets of the Corporation, and no member shall be entitled to either the whole or any part thereof in the event of the termination of his membership in the Corporation; provided, however, that in

the event the Corporation is dissolved, the property and assets of the Corporation shall be distributed to the members in good standing in the proportion of each member's contribution in Corporation dues for the twelve-month period preceding the adoption of a resolution of dissolution and shall be used by such members solely for the not-for-profit purposes set forth in Article 3 of the Corporation's Certificate of Incorporation.

Section 3. Voting Rights. On each matter submitted to a vote of the members, one vote shall be allocated for each Lot owned, so that if a single member owns more than one lot, he shall have one vote for each lot, and if two or more persons own a single lot, they shall have, in the aggregate, a single vote for that lot.

Section 4. Rights and Responsibilities. The members shall have the right and responsibility to:

- (a) Elect the directors and officers.
- (b) Remove from office any director and holder of office for good and sufficient cause.
- (c) Hear and pass upon the reports of the Board of Directors, officers and committees.

ARTICLE IV

MEETING OF MEMBERS

Section 1. Annual Meeting. The annual meeting of the members of the Corporation shall be held on the 15th day of the ~~last month~~ of December of each year, or on such other day within such month as shall be fixed by the Board of Directors. If the day fixed for the annual meeting shall be a legal holiday in the state in which the meeting is to be held, such meeting shall be held on the next succeeding business day. Such annual meeting shall be held at such place as may be designated by the Board of Directors.

Section 2. Special Meetings. Special meetings of the membership of the Corporation may be called at any time by the President or by a majority of the Board of Directors, either by vote or in writing. Upon request in writing, delivered to the Secretary, of a majority of all members, it shall be the duty of the Secretary to call forthwith a meeting of members. Such request shall state the purpose of the meeting and notice pursuant thereto shall be given as provided in Section 3 of this Article IV, infra. No business other than that stated in

the notice of the meeting shall be transacted at any special meeting of the members, however called. Special meetings of the members shall be held at a time and place to be determined by any of the Directors, or in the alternative by the President. Special meetings may also be called in accordance with applicable provisions of law.

Section 3. Notice of Meetings. Not less than ten (10) days and not more than thirty (30) days written notice of every annual meeting and of every special meeting of the members shall be given to each member entitled to vote whose name appears as a member of record upon the books of the Corporation at the close of business on the date fixed by the Board of Directors for the determination of members entitled to notice of such meeting in accordance with the provisions of these Bylaws; and if no such date shall have been fixed by the Board of Directors for such purpose, then to the members of record on the date when such notice shall be given. Such notices of annual or special meetings shall state the place, day and hour of such meeting, and, in the case of special meetings, shall also state the purpose or purposes for which the meeting is called. Such notice shall be given to each member by leaving the same with him or at his residence or usual place of business, or by mailing it postage prepaid and addressed to him at his address as it appears upon the books of the Corporation. 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 records of the Corporation, with postage prepaid.

Section 4. Proxies. Members may vote either in person or by proxy, but no proxy which is dated more than three (3) months before the meeting at which it is offered shall be accepted unless such proxy shall on its face name a longer period for which it is to remain in force. Every proxy shall be in writing subscribed by a member, or by his duly authorized attorney, and shall be dated; but need not be sealed, witnessed or acknowledged.

Section 5. Voting. At every meeting of the members, each member shall be entitled to one (1) vote per Lot owned. Upon demand of members holding ten percent (10%) of the membership present in person or by proxy and entitled to vote, the votes for Officers and Directors, or upon any question before a meeting, shall be by ballot; and except in cases in which it is by statute, by the Articles of Incorporation, or by these Bylaws otherwise provided, a majority of the votes cast shall be sufficient to elect and pass any measure.

Section 6. Informal Action by Members. Any action required by law to be taken at a meeting of the members, or any

action which may be taken at a meeting of members, 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.

Section 7. Quorum. A majority of the members entitled to vote thereat present, or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of the members for the transaction of business except as otherwise provided by law, by the Articles of Incorporation, or by these Bylaws. If, however, such majority shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person, or by proxy, shall have the power to adjourn the meeting from time to time, until the requisite amount of members shall be present. At such adjourned meeting at which the requisite amount of members shall be represented, any business may be transacted which might have been transacted at the meeting as originally notified.

ARTICLE V

BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs of the Corporation shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. The number of Directors of the Corporation shall be three (3) provided, however, that the number of Directors may be changed at any time by a majority vote of the Board of Directors of the Corporation; provided further, however, that no such change shall have the effect of shortening the term of a then incumbent director. Each Director shall hold office until the next annual meeting of members and until his successor shall have been elected and qualified. Directors need not be residents of the State of Alabama or members of the Corporation.

Section 3. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of members, provided, however, 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 of Directors 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 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President, any Vice President or any two Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Alabama, as the place for holding any special meeting of the Board of Directors called by them.

Section 5. Notice. Notice of any special meeting shall be given either by (a) 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 Corporation; (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; or (c) by telegram delivered to the telegraph company at least 24 hours in advance of such meeting. Any Director may waive notice of any meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 6. Quorum. A majority of the number of Directors fixed by Section 2 of this Article V shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, 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 a 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 7. 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 of Directors, unless the act of a greater number is required by statute, the Articles of Incorporation or these Bylaws.

Section 8. Action Without a Meeting. Any action required or permitted to be taken by the Board of Directors at a meeting 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. Such consent shall have the same effect as a unanimous vote.

Section 9. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. In the event that there are no remaining Directors, then the vacancy or vacancies occurring in the Board of Directors shall be filled by the affirmative vote of a majority of the members entitled to vote thereon. A Director elected to fill a vacancy shall be elected to serve until the next annual meeting of members. Any Directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of members called for that purpose.

Section 10. Compensation. Directors, as such, shall not receive any stated compensation for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at any regular or special meeting thereof. Nothing in this Section 10 shall be construed to preclude a Director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 11. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered or certified mail or personal delivery to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 12. Resignations. Any Director of the Corporation may resign at any time either by oral tender of resignation at any meeting of the Board of Directors or by giving written notice thereof to the Secretary of the Corporation. 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 13. Removal of Directors. Any Director may be removed, either with or without cause, at any time, by the affirmative vote of a majority of the members entitled to vote thereon at any meeting of the members.

ARTICLE VI

OFFICERS

Section 1. Principal Officers. The principal officers of the Corporation shall be elected by the Board of Directors and shall include a President, a Vice President, a Secretary and a Treasurer, and may, at the discretion of the Board of Directors, also include such other officers and assistant officers as may be deemed necessary. Any number of offices may be held by the same person. None of the principal officers need be Directors of the Corporation.

Section 2. Election of Principal Officers; Term of Office. The Principal officers of the Corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the members. If the election of principal officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Each principal officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

If the Board of Directors shall fail to fill any principal office at an annual meeting, or if any vacancy in any principal office shall occur, or if any principal office shall be newly created, such principal office may be filled at any regular or special meeting of the Board of Directors.

Section 3. Subordinate Officers, Agents and Employees. In addition to the principal officers, the Corporation may have one or more Assistant Treasurers, Assistant Secretaries and such other subordinate officers, agents and employees as the Board of Directors may deem advisable, each of whom shall hold office for such period and have such authority and perform such duties as the Board of Directors, the President, or any officer designated by the Board of Directors, may from time to time determine. The Board of Directors 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 Corporation.

Section 4. Delegation of Duties of Officers. The Board of Directors may delegate the duties and powers of any officer of the Corporation to any other officer or to any Director for a specified period of time for any reason that the Board of Directors may deem sufficient.

Section 5. Removal of Officers or Agents. Any officer or agent of the Corporation may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of any officer or agent shall not of itself create contract rights.

Section 6. Resignations. Any officer may resign at any time by giving written notice of resignation to the Board of Directors, to the President or to 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 7. Vacancies. A vacancy in any office, the holder of which is elected or appointed by the Board of Directors, because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term of such office. A vacancy in any other office for any reason shall be filled by the Board of Directors, or any committee, or officer to whom authority in the premises may have been delegated by these Bylaws or by resolution of the Board of Directors.

Section 8. President. The President shall preside at all meetings of the members and of the Board of Directors at which he is present. The President shall be the chief executive officer of the Corporation and, subject to the control of the Board of Directors, shall have general supervision over the business and affairs of the Corporation. 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 of Directors. 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 of Directors.

Section 9. Vice President. 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 of Directors, 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 of Directors 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 of Directors 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 of Directors or the President.

Section 10. Secretary. The Secretary shall act as Secretary of all meetings of members and of the Board of Directors at which he is present, shall record all the proceedings of all such meetings in a book to be kept for that purpose, shall have supervision over the care and custody of the records and seal of the Corporation. The Secretary shall be empowered to affix the corporate seal to documents, the execution of which on behalf of the Corporation 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 of Directors. 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 of Directors or the President.

Section 11. Treasurer. The Treasurer shall have general supervision over the care and custody of the funds and over the receipts and disbursements of the Corporation and shall cause the funds of the Corporation to be deposited in the name of the Corporation in such banks or other depositories as the Board of Directors may designate. The Treasurer shall have supervision over the care and safekeeping of the securities of the Corporation. 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 of Directors. 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 of Directors or the President.

ARTICLE VII

Section 1. Seal. The corporate seal shall be circular in form and shall contain the name of the Corporation and "Alabama" in the circumference and the words "Corporate Seal" in the center. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise used in such manner as the Board of Directors may determine.

Section 2. Fiscal Year. The fiscal year of the Corporation shall be the calendar year.

Section 3. Bank Accounts. The Board of Directors may, from time to time, by resolution authorize the maintenance of

one or more deposit accounts by the Corporation. All checks, drafts or other orders for the payment of money issued in the name of the Corporation shall be signed by such officer or officers of the Corporation, and in such manner as shall be determined from time to time by resolution of the Board of Directors.

Section 4. Notice. Any notice required by these Bylaws to be given shall be deemed sufficient by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his last known post office address according to the records of the Corporation, and such notice shall be deemed given on the date of such mailing.

Section 5. Waiver of Notice. Whenever any notice is required to be given under any provision of law, the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to said notice, whether signed before or after the time stated therein, shall be equivalent to the giving of such notice.

Section 6. Unanimous Written Consent. Any action required or permitted to be taken by the Board of 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 entitled to vote with respect to the subject matter thereof. Such consent shall be filed with the regular minutes of the Board of Directors and shall have the same effect as a unanimous vote of the Directors.

Section 7. Dissolution. Should the Corporation be dissolved at any time by voluntary or involuntary action, its assets remaining after payment of, or provision for payment of, all debts and liabilities of the Corporation shall be distributed to such members or persons as may be specified in a plan of distribution adopted in accordance with Code of Alabama (1975), §10-3A-142.

ARTICLE VIII

AMENDMENTS

These Bylaws may be altered, amended, restated or repealed from time to time by a majority of the Board of Directors.

1866j

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

89 DEC 18 PM 3:33

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Deed Tax	-----	\$
2. Mig. Tax	-----	\$
3. Probation Fee	-----	\$
4.	-----	\$
5.	-----	\$
6.	-----	\$
7.	-----	\$
8.	-----	\$
9.	-----	\$
10.	-----	\$
Total		100.00
		3.00
		1.00
		104.00

