

STATE OF ALABAMA

HOMEOWNERS' ASSOCIATION (HOA)
DOMESTIC NONPROFIT CORPORATION
CERTIFICATE OF FORMATION

20200521000203400 1/35 \$166.00
Shelby Cnty Judge of Probate, AL
05/21/2020 10:13:45 AM FILED/CERT

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

(For County Probate Office Use Only)

INSTRUCTIONS: Mail three (3) signed copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county in which the development or any part thereof, is located. **Contact the Judge of Probate's Office to determine the county filing fees.** Make a separate check or money order payable to the Secretary of State for the state filing fee of \$100.00 for standard filing and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is filed. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment. Your entity will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored (\$30.00 fee).

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

1. The name of the HOA: Brush Creek Farm HOA
2. A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached.

3. This is a nonprofit corporation which (MUST check one):

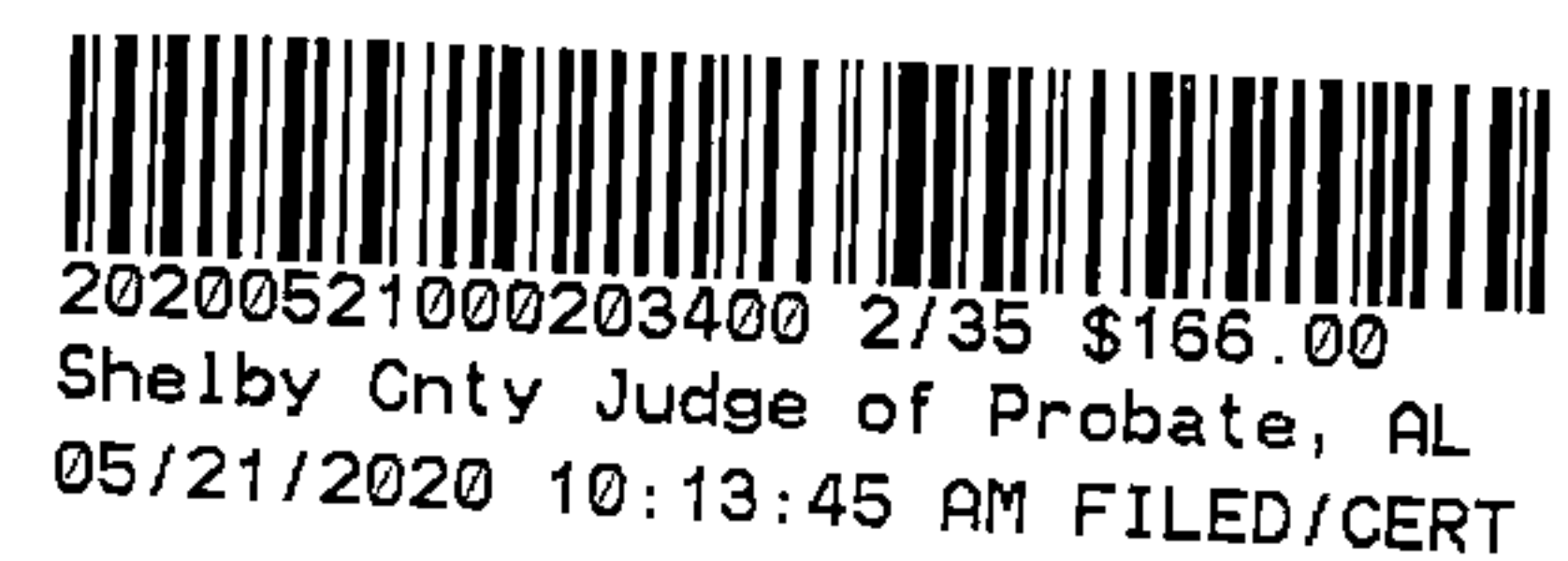
☒ has Members or ☐ has no Members

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

Stan Stubbs
12 Brush Creek Farm
Columbiana, AL 35051

(For SOS Office Use Only)

DOMESTIC HOA CERTIFICATE OF FORMATION



4. The name of the Registered Agent: Stan Stubbs

The entity ID # of the registered agent if the agent is an entity/organization/business – AL ID #881 - 809

Satisfies requirement that entity/organization must be a registered business in Alabama per 10A-1-5.31.

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

12 Brush Creek Farm Columbiana, AL 35051

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

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

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

8. The name of the Incorporator: Stan Stubbs

Address of Incorporator: 12 Brush Creek Farm Columbiana, AL 35051

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

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

Director's Name: Stan Stubbs

Address of Director: 12 Brush Creek Farm Columbiana, AL 35051

Director's Name: Mark Straate

Address of Director: 17 Brush Creek Farm Columbiana, AL 35051

Director's Name: David Young

Address of Director: 11 Brush Creek Farm Columbiana, AL 35051


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

DOMESTIC HOA CERTIFICATE OF FORMATION

10. REQUIRED ATTACHMENTS per Title 35, Chapter 20 - This organization document shall provide for all of the following:

- 1} methods of efficient communication with the members of the association unless a different method is required by Chapter 3, Title 10A, Code of Alabama 1975. **On an attachment list all types of communication such as emails, newsletters, meetings, posted signage, correspondence, etc.. Attach any section of the governing documents that pertains to required communication with the members.**
 - 2} rules and regulations for the conduct of any meetings of the association - **Attach the appropriate section of the bylaws or governing documents detailing the conduct of meetings, if any.**
 - 3} the compilation, organization, and maintenance of full and complete financial records of the association available to any member at a reasonable time and place upon the payment of reasonable associated costs - **Attach an example of the financial records that will be made available to members upon request and payment.**
 - 4} reasonable rules and regulations for the use, maintenance, repair, replacement, or modification of any common areas, if any, including penalties for violations - **Attach copies of the appropriate rules and regulations.**
 - 5} power to grant easements, leases, licenses, and concessions through or over the common areas, if any. **Attach a copy of the document(s) granting these powers.**
 - 6} statements regarding the payment of dues and assessments to be provided to any person having an interest, upon the payment of reasonable associated costs – **Attach the appropriate statement and/or any document(s) requiring the statements.**
 - 7} preparation and submission of the annual budgets of the association to the members – **Attach section of governing documents regarding annual budgets and reporting of same.**
 - 8} **The undersigned certifies that the Homeowners' Association will do any other act a nonprofit is required to do under the law.**
11. In addition to the required items in item 10 of this document, the organizational documents of a Homeowners' Association may provide for the following – **CHECK ALL THAT APPLY TO THIS HOA:**


- ☒ Indemnification and insurance for the association, its officers, and directors
- ☐ Fidelity bonds for any person or entity having custody or control of any funds of the association
- ☐ Periodic audits of the financial records of the association
- ☐ Power to acquire real and personal property for the benefit of the association and its members
- ☐ Power to hire and discharge managing agents and other employees, agents, and independent contractors


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DOMESTIC HOA CERTIFICATE OF FORMATION

12. The undersigned certify that the homeowners' association provided for by declaration and subject to the Alabama Homeowners' Association Act shall be formed by this filing prior to the conveyance of any lot in the development by the declarant in accordance with the requirements of Title 35, Chapter 20.
13. Unless an attachment to this Certificate of Formation provides that a change in the number of directors shall be made only by amendment to the Certificate of Formation, a change in the number of directors made by amendment to the bylaws shall be controlling. In all other cases, whenever a provision of the Certificate of Formation is inconsistent with a bylaw, the provision of the Certificate of Formation shall be controlling. [Per 10A-3-3.02(c)]
14. If a conflict exists between the declaration and the governing documents of a homeowners' association, the declaration prevails, except to the extent that the declaration is inconsistent with the Alabama Homeowners' Association Act.
15. The filing of the limited liability company is effective immediately on the date filed by the Judge of Probate or at **the delayed filing date** (cannot be prior to the filing date of the Judge of Probate) specified in this filing. [10A-1-4.12] If a delayed effective date is not desired do not complete the information in this item.

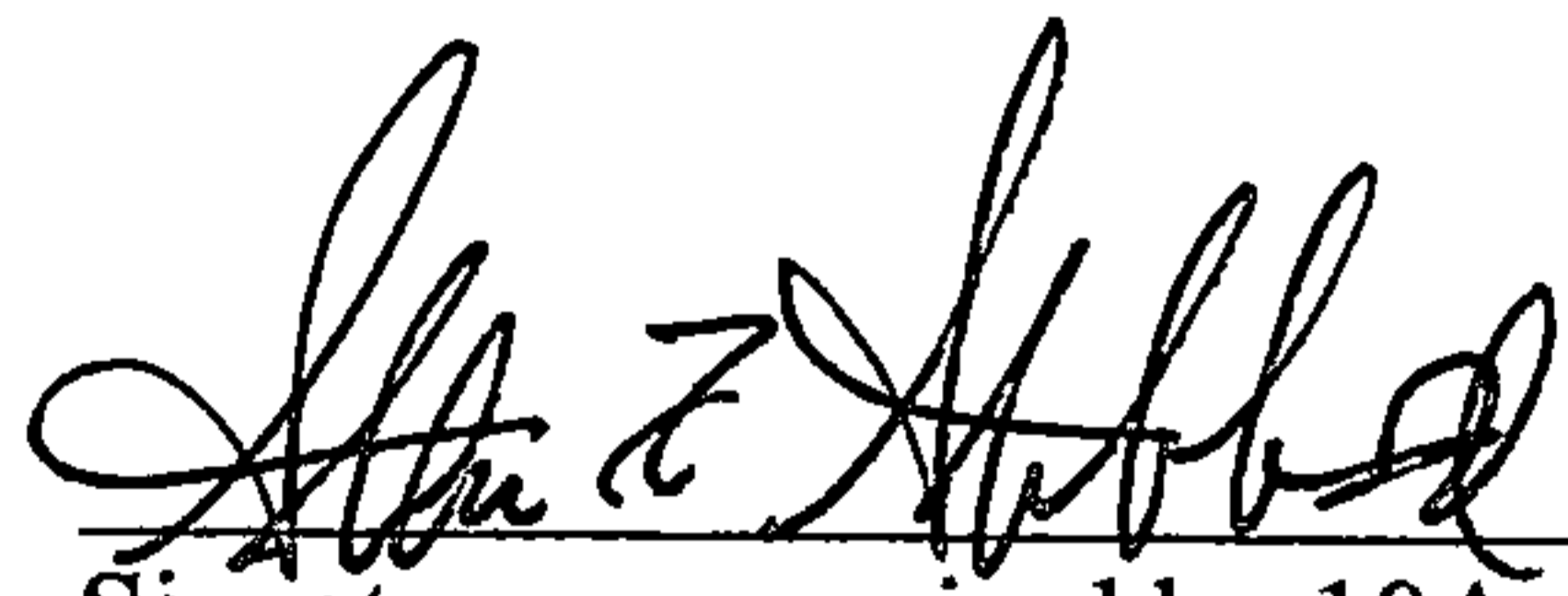
The undersigned specify ____ / ____ / ____ as the delayed effective date **(must be on or after the date filed in the office of the county Judge of Probate, but no later than the 90th day after the date this instrument was signed)** and the time of filing to be ____ : ____ ☐ AM or ☐ PM. **(cannot be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


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

Additional Signatures May Be Attached

05 / 07 / 2020
Date (MM/DD/YYYY)


Signature as required by 10A-1-3.04

Stan Stubbs
Typed Name of Above Signature

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

John H. Merrill
Secretary of State

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


STATE OF ALABAMA

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

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

Brush Creek Farm HOA

This name reservation is for the exclusive use of Stan Stubbs, 12 Brush Creek
Farm, Columbiana, AL 35051 for a period of one year beginning May 05, 2020
and expiring May 05, 2021


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RES881809

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

May 05, 2020

Date

J. H. Merrill

John H. Merrill

Secretary of State

BRUSH CREEK FARM HOMEOWNERS ASSOCIATION

FINANCIAL REPORT

11/12/2018-10/31/2019

Balance brought forward	\$14,890.38
Income	\$9,600.00
Expenditures	\$4,094.82
Ending balance	\$20,395.56

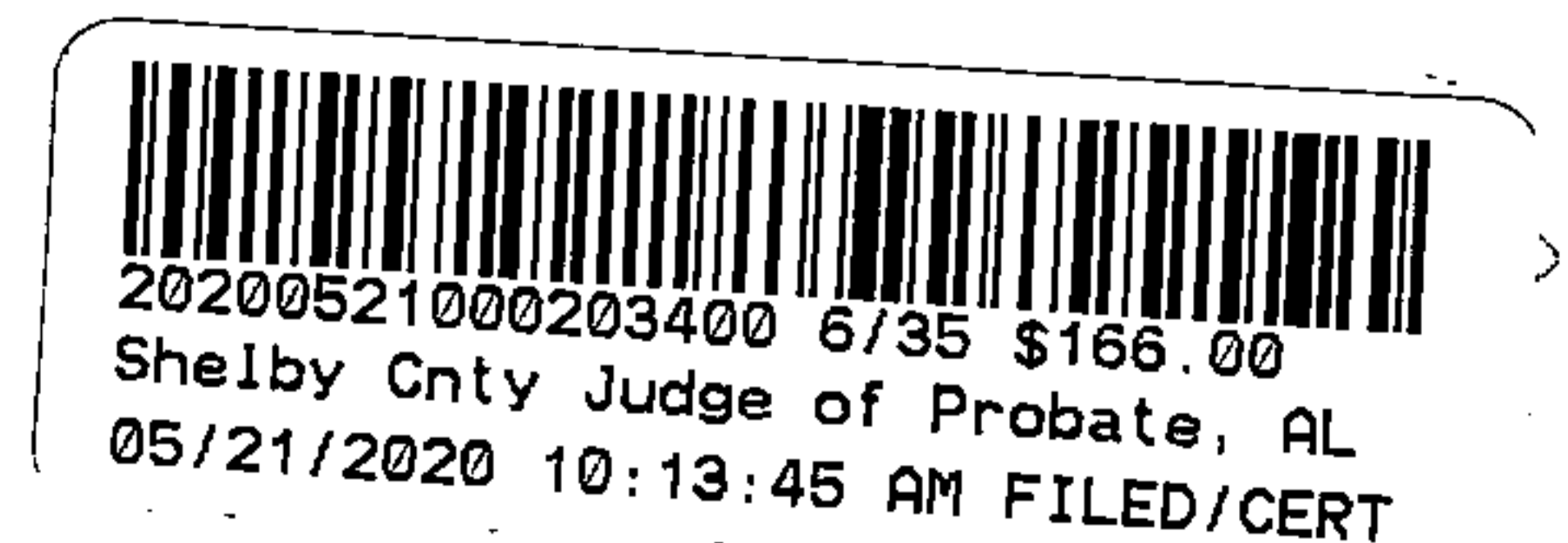
INCOME

Dues	\$9600.00
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EXPENSES

Rux Carter Insurance Agency	\$1890.00
Joyce Caldwell (tree removal reimbursement)	\$400.00
Tammy Straate (lawn maintenance)	\$780.00
Alabama Power	\$500.16
Main Street (checks)	<u>\$79.66</u>

TOTAL EXPENSES \$4094.82



17-0015-00
 RUX CARTER INSURANCE AGENCY INC
 PO BOX 885
 COLUMBIANA AL 35051-0885

Auto-Owners **INSURANCE**

LIFE • HOME • CAR • BUSINESS

P.O. BOX 30660 • LANSING, MICHIGAN 48909-8160

Auto-Owners Insurance Company

10-16-2019

BRUSH CREEK FARMS HOMEOWNERS ASSOC
 12 BRUSH CREEK FARM
 COLUMBIANA AL 35051-9517

Remember, you can view your policy, pay your bill or change your paperless options any time online, at www.auto-owners.com. If you have not already enrolled your policy, you may do so using policy number **054617-38627911-19** and Personal ID Code (PID) **K25 C9P 4A8**.

Your agency's phone number is 205-669-3158.

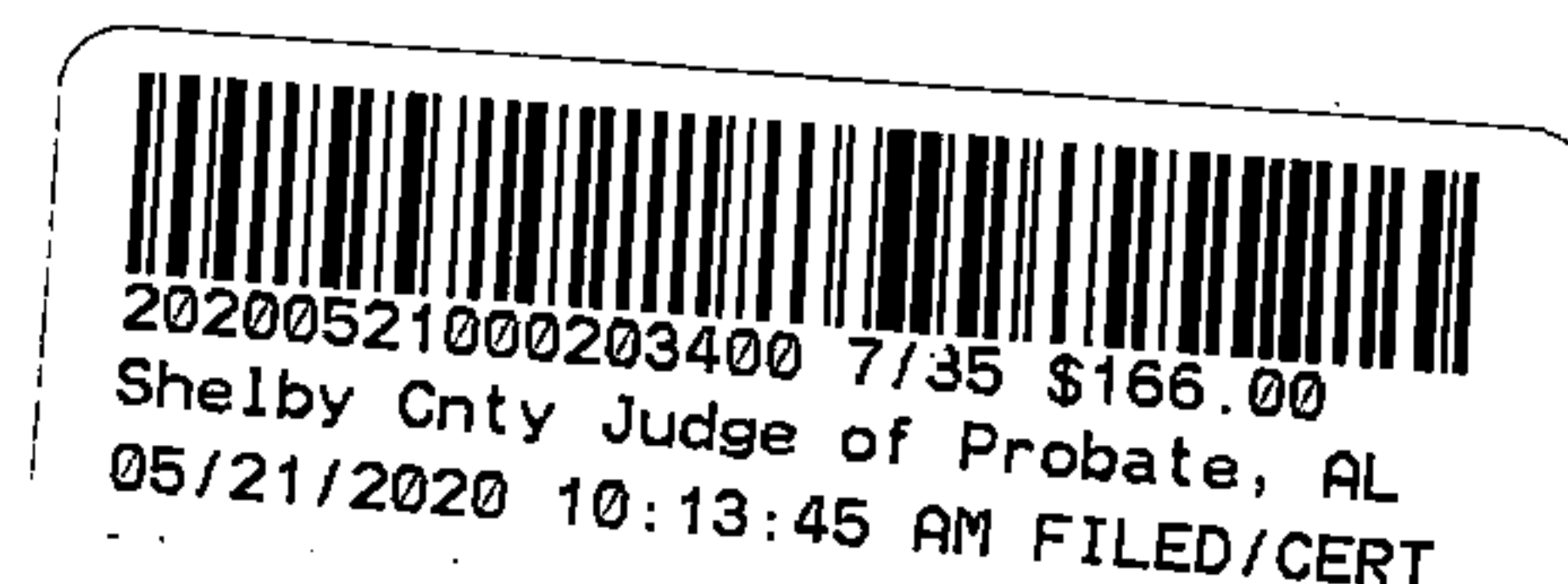
RE: Policy 054617-38627911-19

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have.

Auto-Owners and its affiliate companies offer a variety of programs, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. The Auto-Owners Insurance Group is comprised of five property and casualty companies and a life insurance company. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need.

~ ***Serving Our Policyholders and Agents Since 1916*** ~



INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY RUX CARTER INSURANCE AGENCY INC
17-0015-00 MKT TERR 042 205-669-3158

INSURED BRUSH CREEK FARMS HOMEOWNERS ASSOC

ADDRESS 12 BRUSH CREEK FARM

COLUMBIANA AL 35051-9517

TAILORED PROTECTION POLICY DECLARATIONS

Renewal Effective 12-14-2019
POLICY NUMBER 054617-38627911-19
Company Use 38-46-AL-0512

Company Bill	Policy Term	
	12:01 a.m.	12:01 a.m.
	12-14-2019 to 12-14-2020	

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

55039 (11-87)

COMMON POLICY INFORMATION

Business Description: Homeowners Assoc.

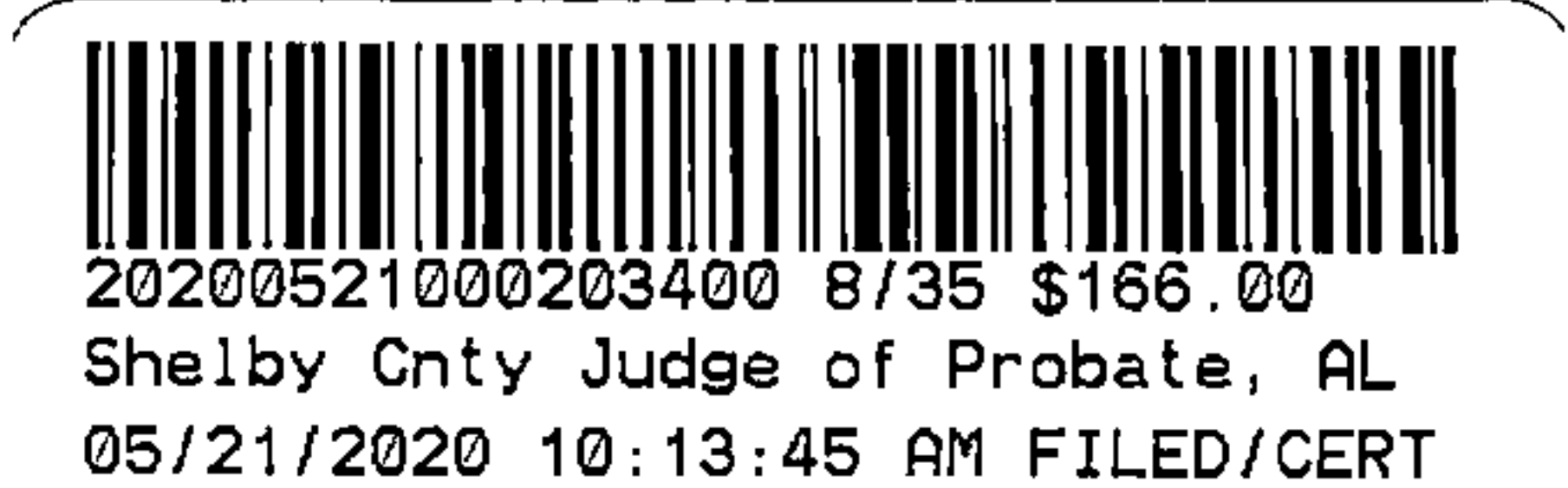
Entity: Corporation

Program: Service

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S):	PREMIUM
COMMERCIAL PROPERTY COVERAGE	\$890.00
MINIMUM EQUIPMENT BREAKDOWN PREMIUM ADJUSTMENT (CP)	\$19.00
COMMERCIAL GENERAL LIABILITY COVERAGE	\$369.00
MINIMUM PREMIUM ADJUSTMENT (GL)	\$104.00
TOTAL	\$1,382.00
PAID IN FULL DISCOUNT	\$109.00
TOTAL POLICY PREMIUM IF PAID IN FULL	\$1,273.00
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums.	

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):
IL0017 (11-85) 55000 (07-12) 59390 (01-15)

Countersigned By: _____



Auto-Owners Ins. Co.

Issued 10-16-2019

AGENCY RUX CARTER INSURANCE AGENCY INC
17-0015-00 MKT TERR 042Company POLICY NUMBER 054617-38627911-19
Bill 38-46-AL-0512

INSURED BRUSH CREEK FARMS HOMEOWNERS ASSOC

Term 12-14-2019 to 12-14-2020

54104 (07-87)

COMMERCIAL PROPERTY COVERAGE**Coverages Provided**

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

LOCATION 0001 - BUILDING 0001**Location:** Brush Creek Farms, Columbiana, AL 35051**Occupied As:** Bridge**Secured Interested Parties:** None**Rating Information**

Territory: 592

County: Shelby

Program: Service

Construction: N/A

Protection Class: 05

Class Code: 1200

Spcl Class Rate - Property In The Open: 0.930

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
PROPERTY IN THE OPEN			\$30,000		
Causes of Loss					
Basic Group I	80%	\$500		0.572	\$172.00
Basic Group II	80%	\$500		1.401	\$420.00
Special	80%	\$500		0.082	\$25.00
Theft	80%	\$500			Included
OPTIONAL COVERAGE					
Equipment Breakdown		\$500	See Form 54843		\$11.00

Forms that apply to this building:

54835 (07-08)	IL0003 (07-02)	59350 (01-15)	IL0190 (04-15)	54859 (12-10)
64224 (01-16)	CP0090 (07-88)	64000 (12-10)	64010 (12-10)	54843 (11-17)
59390 (01-15)				

LOCATION 0001 - BUILDING 0002**Location:** Brush Creek Farms, Columbiana, AL 35051**Occupied As:** Front Gate**Secured Interested Parties:** None**Rating Information**

Territory: 592

County: Shelby


Program: Service

Construction: N/A

Protection Class: 05

Class Code: 1190

Spcl Class Rate - Fences/Arbors: 0.095



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Auto-Owners Ins. Co.

Issued 10-16-2019

 AGENCY RUX CARTER INSURANCE AGENCY INC
 17-0015-00 MKT TERR 042

 Company POLICY NUMBER 054617-38627911-19
 Bill 38-46-AL-0512

INSURED BRUSH CREEK FARMS HOMEOWNERS ASSOC

Term 12-14-2019 to 12-14-2020

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
FENCES/ARBORS			\$15,000		
Causes of Loss					
Basic Group I	80%	\$500		0.058	\$9.00
Basic Group II	80%	\$500		0.314	\$47.00
Special	80%	\$500		0.082	\$12.00
Theft	80%	\$500			Included
OPTIONAL COVERAGE					
Replacement Cost					
Equipment Breakdown		\$500	See Form 54843		\$1.00
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		\$500	Incl in Bldg Limit		Included
Coverage B-Demolition		\$500	\$10,000		Included
Coverage C-Increased Cost		\$500	\$10,000		Included

Forms that apply to this building:

54835 (07-08)	IL0003 (07-02)	59350 (01-15)	IL0190 (04-15)	54859 (12-10)
64224 (01-16)	CP0090 (07-88)	64000 (12-10)	64010 (12-10)	64020 (12-10)
54843 (11-17)	59390 (01-15)			

LOCATION 0001 - BUILDING 0003**Location:** Brush Creek Farms, Columbiana, AL 35051**Occupied As:** Sign**Secured Interested Parties:** None**Rating Information**

Territory: 592

Program: Service

Protection Class: 05

Spcl Class Rate - Outdoor Signs: 0.810

County: Shelby

Construction: N/A

Class Code: 1185

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
OUTDOOR SIGNS			\$15,000		
Causes of Loss					
Basic Group I	80%	\$500		0.498	\$50.00
Basic Group II	80%	\$500		1.042	\$104.00
Special	80%	\$500		0.082	\$8.00
Theft	80%	\$500			Included
OPTIONAL COVERAGE					
Replacement Cost					
Equipment Breakdown		\$500	See Form 54843		\$3.00


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Auto-Owners Ins. Co.

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AGENCY RUX CARTER INSURANCE AGENCY INC
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INSURED BRUSH CREEK FARMS HOMEOWNERS ASSOC

Term 12-14-2019 to 12-14-2020

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		\$500	Incl in Bldg Limit		Included
Coverage B-Demolition		\$500	\$10,000		Included
Coverage C-Increased Cost		\$500	\$10,000		Included

Forms that apply to this building:

54835 (07-08)	IL0003 (07-02)	59350 (01-15)	IL0190 (04-15)	54859 (12-10)
64224 (01-16)	CP0090 (07-88)	64000 (12-10)	CP1440 (06-07)	64010 (12-10)
64020 (12-10)	54843 (11-17)	59390 (01-15)		

LOCATION 0001 - BUILDING 0004**Location:** Brush Creek Farms, Columbiana, AL 35051**Occupied As:** Mail Box**Secured Interested Parties:** None**Rating Information**

Territory: 592

Program: Service

Protection Class: 05

Spcl Class Rate - Street Lights: 0.095

County: Shelby

Construction: N/A

Class Code: 1190

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
STREET LIGHTS			\$4,000		
Causes of Loss					
Basic Group I	80%	\$500		0.058	\$2.00
Basic Group II	80%	\$500		0.314	\$13.00
Special	80%	\$500		0.082	\$3.00
Theft	80%	\$500			Included
OPTIONAL COVERAGE					
Replacement Cost					
Equipment Breakdown		\$500	See Form 54843		\$1.00
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		\$500	Incl in Bldg Limit		Included
Coverage B-Demolition		\$500	\$10,000		Included
Coverage C-Increased Cost		\$500	\$10,000		Included

Forms that apply to this building:

54835 (07-08)	IL0003 (07-02)	59350 (01-15)	IL0190 (04-15)	54859 (12-10)
64224 (01-16)	CP0090 (07-88)	64000 (12-10)	64010 (12-10)	64020 (12-10)
54843 (11-17)	59390 (01-15)			



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17-0015-00 MKT TERR 042Company POLICY NUMBER 054617-38627911-19
Bill 38-46-AL-0512

INSURED BRUSH CREEK FARMS HOMEOWNERS ASSOC

Term 12-14-2019 to 12-14-2020

COMMERCIAL PROPERTY COVERAGE - LOCATION 0001 SUMMARY**PREMIUM**

TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 54835, 59390

\$9.00

LOCATION 0001

\$890.00

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
General Aggregate (Other Than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal And Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Premises Rented to You (Fire Damage)	\$50,000 Any One Premises
Medical Payments	\$5,000 Any One Person
Assn Directors/Officers Errors and Omissions Agg	\$2,000,000
Assn Directors/Officers Errors and Omissions Occ	\$1,000,000

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

AUDIT TYPE: Non-Audited

Forms that apply to this coverage:

55405 (07-08)	59350 (01-15)	IL0017 (11-85)	55146 (06-04)	IL0021 (07-02)
CG2106 (05-14)	55010 (05-17)	CG2002 (11-85)	CG0001 (04-13)	55513 (05-17)
CG2109 (06-15)	55029 (05-17)	CG2196 (03-05)	CG2132 (05-09)	CG2147 (12-07)
55885 (05-17)	59390 (01-15)			

LOCATION 0001 - BUILDING 0001**Location:** Brush Creek Farms, Columbiana, AL 35051**Territory:** 011**County:** Shelby

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Assn Directors/Officers Errors And Omissions	00811	Professional	Flat Charge 12		\$196.00
Clubs - Civic, Service Or Social - No Buildings Or Premises Owned Or Leased Except For Office Purposes (Not-For Profit)	41670	Prem/Op Prod/Comp Op	Members 12 12	Each 1 2.991 .015	\$36.00 \$1.00
Street, Roads, Highways, Or Bridges- Existence And Maintenance Hazard Only	48727	Prem/Op Prod/Comp Op	Miles 2 2	65.687 .475	\$131.00 \$1.00

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Bill 38-46-AL-0512

INSURED BRUSH CREEK FARMS HOMEOWNERS ASSOC

Term 12-14-2019 to 12-14-2020

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390	\$4.00
LOCATION 0001	\$369.00

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55885 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed:

SECTION III – LIMITS OF INSURANCE is amended.

The following provision is added.

Beginning with the effective date of this policy, we will provide twice the General Aggregate Limit (other than Products-Completed Operations), shown in the Declarations.

If this policy is written for more than one 12 month period, the General Aggregate Limit for each 12

month period shall never exceed twice the General Aggregate Limit shown in the Declarations. The General Aggregate Limit applies separately to each 12 month period starting with the beginning of the policy period shown in the Declarations.

All other policy terms and conditions apply.

55885 (5-17)

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BY-LAWS OF BRUSH CREEK FARMS OWNERS ASSOCIATION

The undersigned, being all of the members of the initial Board of Directors of Brush Creek Farms Owners Association do hereby adopt the following By-Laws pursuant to the provisions of Ala. Code 10-3A-27 (1975).

ARTICLE ONE

Name and Location

The name of the corporation is Brush Creek Farms Owners Association (herein referred to as the "Association") shall be located at Brush Creek, Shelby County, Alabama. Meetings of the members and Directors as hereinafter set out may be held at such places within Shelby County, Alabama as may, from time to time, be designated by the Board of Directors.

ARTICLE TWO

Definitions

The following terms shall have the following meanings in addition to any definitions that appear in the Articles of Incorporation covenants and agreements as referred to herein.

A. "Articles" shall mean and refer to the Articles of Incorporation of Brush Creek Farms Owners Association as recorded in Volume Eight, at page eighty-nine, et. seq., in the Office of the Judge of Probate of Shelby County, Alabama.

B. "Association" shall mean and refer to Brush Creek Farms Owners Association, its successors and assigns.

C. "Properties" shall mean and refer to that certain real property described in the Declaration of Protective Covenants and Agreements, in Miscellaneous Volume Forty-eight, at page 254, et. seq., in the Office of the Judge of Probate of Shelby County, Alabama, and any



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additions or annexations thereto as may hereafter be brought within the jurisdiction of the Association.

D. "Common Area" shall mean the roadways, bridlepaths, covered bridge, and easement for creek, as shown on the map and survey of Brush Creek Farms as recorded in Map Book 8, Page 89, in the Office of the Judge of Probate of Shelby County, Alabama.

E. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

F. "Owner" shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

G. "Declarant" shall collectively mean and refer to those persons or entities executing these By-Laws, its successors and assigns.

H. "Declaration" shall mean and refer to the Declaration of Protective Covenants applicable to the Properties and recorded in Miscellaneous Volume 48, at page 254, et. seq., in the Office of the Judge of Probate of Shelby County, Alabama.

I. "Member" shall mean and refer to those persons entitled to membership as provided for in the Declaration, Articles, and these By-Laws.

ARTICLE THREE

Meetings of the Members

A. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the



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members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

B. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of one-fourth ($\frac{1}{4}$) of the members who are entitled to vote.

C. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

D. Quorum. The presence at the meeting of members entitled to vote, or of proxies entitled to vote, two-thirds ($\frac{2}{3}$) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present and represented.

E. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable

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and shall automatically cease upon conveyance by the member of his lot.

ARTICLE FOUR

Board of Directors

A. Number. The affairs of this Association shall be managed by a Board of three(3) Directors, one of whom shall be the President of the Association.

B. Term of Office. The Directors shall be elected by the members at the first annual meeting, and at each annual meeting thereafter, and shall serve for a term of one year.

C. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

D. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

E. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE FIVE

Election of Directors

A. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman,



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present at a duly held meeting at which a quorum is present shall be regarded as the act of the the Board.

ARTICLE SEVEN

Authority of Directors

A. Powers. The Board of Directors shall have the power to:

- (i) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (ii) suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association;
- (iii) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles, or the Declaration;
- (iv) declare the office of a member of the Board of Directors to be facant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (v) employ, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.
- (vi) maintain the common areas by a program of reasonable upkeep, repair, and improvement, and perform such maintenance, upkeep, or improvements as or deemed necessary by the Association.

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 President 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 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 not less than the number of vacancies that are to be filled. Such nominations may be made from among members.

B. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles. The persons receiving the largest number of votes shall be elected.

ARTICLE SIX

Meetings of Directors

A. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

B. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

C. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors

- (vi) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (vii) cause the Common Area to be maintained.

ARTICLE EIGHT

Officers

A. Enumeration of Officers. The officers of the Association shall consist of a president, a vice-president, secretary and treasurer, and such other officers as the Board of Directors may from time to time create. Each officer shall be a member of the Board of Directors.

B. Election of Officers. The election of officers shall take place at the time of the election of the Board of Directors. The president shall be that person who receives the greatest number of votes for election to the Board of Directors, the Vice-President shall be that person who receives the second greatest number of votes for election to the Board of Directors, and the Secretary and Treasurer shall be that person who receives the third greatest number of votes for election to the Board of Directors.

C. Term. The officers of this Association shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

D. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

E. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the

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president or the secretary. Such resignation shall take effect on the date of 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.

F. Vacancies. A vacancy in any office may be filled by appointment by the Board, except for the Office of President which must be fulfilled by a special election of the membership. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

G. Multiple Offices. Any officer, other than the President, may hold more than one office.

Duties. The duties of the officers are as follows:

President

- (i) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all documents, contracts, agreements, and other written instruments.

Vice-President

- (ii) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board or the President.

Secretary and Treasurer

- (iii) The secretary and treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the



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Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE NINE

Committees

The Association may appoint a Nominating Committee as provided in these By-Laws, and the Board of Directors may appoint such other committees as it deems appropriate pursuant to the Articles.

ARTICLE TEN

Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE ELEVEN

Assessments

As provided and authorized in the Declar-



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ation and Articles, the members are obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made in the proportionate amount set out in the Articles, that is, a single assessment shall be levied against the lots owned by Homer and Peggy Dobbs (who are the owners of two lots), V.C. Handy and Bobbie Handy (the owners of three lots), and no assessment shall be levied against the lots of the Dobbs and Handy Partnership, (which is the owner of four lots). Anything to the contrary notwithstanding, a single assessment shall be levied against the two lots owned by Homer Dobbs and Peggy Dobbs, a single assessment shall be levied against the three lots owned by V.C. Handy and Bobbie Handy, and no assessment shall be levied against the four lots owned by the Dobbs and Handy Partnership, so long as such lots are owned as set out above. In the event of a sale of a lot by Homer Dobbs and Peggy Dobbs, V.C. Handy and Bobbie Handy, or the Dobbs and Handy Partnership, such purchaser of such lot shall become a Class A member of the Association, and such lot shall be assessable as any other lot. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at a rate of 6 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.



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An annual budget shall be adopted each year at a meeting of the members. If any expenditures for additions or improvements to the common area are deemed necessary, such shall be presented to entire membership, either in person, or by registered mail, describing the proposed addition or improvement, and its proposed cost, together with a ballot for such member to approve or disapprove such expenditure, and instructions that such ballot must be returned to the Association by registered mail not later than ten (10) days from the date mailed by the Association to the member. No such expenditure shall be approved except by the affirmative vote of two-thirds (2/3) of the entire membership.

ARTICLE TWELVE

Seal

The Association shall have a seal in circular form having within its circumference the words "Brush Creek Farms Owners Association Corporate Seal".

ARTICLE THIRTEEN

Amendment

A. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

B. In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE FOURTEEN

Fiscal Year

The fiscal year of the Association shall

begin on the first day of January each year
and end on the last day of December each year,
except that the first fiscal year shall begin
on the date of incorporation of the Association.

IN WITNESS WHEREOF, we have hereunto set
our hands and seals on this the _____ day
of _____, 1988.



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PROTECTIVE COVENANTS
BRUSH CREEK FARMS DEVELOPMENT
SHELBY COUNTY, ALABAMA

WHEREAS, Homer L. Dobbs, Peggy R. Dobbs, V.C. Handy and Bobbie L. Handy are the owners of Brush Creek Farms Development situated in Shelby County, Alabama, and described as follows, to-wit:

The E $\frac{1}{2}$ of the SW $\frac{1}{4}$ and W $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 14, Township 21, Range 2 West, EXCEPT the following tract of land: A part of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 14, Township 21, Range 2 East, Shelby County, Alabama, described as: Begin at a point where the Eastern Boundary of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 14 is intersected by the Southwesterly right of way line of Shelby County Highway No. 26; thence run in a Southerly direction along the Eastern boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 210 feet to a point; thence turn to the right an angle of 90 degrees and run Northerly parallel with the Eastern boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section to a point on the Southerly right of way line of Shelby County Highway No. 26; thence turn to the right and run Easterly and Southeasterly along the Southern Right of way line of said Shelby County Highway No. 26 to the point of beginning; containing 1 acre, more or less.

All of S $\frac{1}{2}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 14, except 7 $\frac{1}{2}$ acres off of the East side thereof sold by D.C. Hand to R.M. Hand by deed recorded in Deed Book 83, Page 250, in the Probate Office of Shelby County, Alabama, in Township 21, Range 2 West.

ALSO, NW $\frac{1}{4}$ of NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of NW $\frac{1}{4}$ and E $\frac{1}{2}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 23, all in Township 21, Range 2 West.



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Mineral rights as to the E $\frac{1}{2}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ and S $\frac{1}{2}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 14, Township 21, Range 2 West excepted.

ALSO, LESS AND EXCEPT that part of the South $\frac{1}{2}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 14, which lies North of a line 671.84 feet South of the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section.

Situated in Shelby County, Alabama.

WHEREAS, It is desired by said Owners before any of said lots or parcels of ground in said subdivision shall be sold or conveyed, to fix and establish certain restrictions as to the use and enjoyment of such lots and property in said Plat for the protection of all owners of said properties or lots:

NOW, THEREFORE, the undersigned Homer L. Dobbs, Peggy R. Dobbs, V.C. Handy and Bobbie L. Handy do by these presents establish and file protective covenants or restrictions as to the future use of the lots or parcels of land embraced in said Plat, and do grant to future owners of any part of the land embraced in said Plat, the right to enforce said restrictions as hereinafter set forth:

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, excluding full basement. Permitted will be horticultural and agricultural uses and gardens, greenhouses and structures incidental thereto, customary to residential occupancy provided no sales of the products are made on the premises, but not including commercial animal or poultry farms



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and kennels. Permitted will be accessory ~~structures~~ (such as private garages, work shops, servant houses, barns, stables customarily incidental to residential occupancy; provided that servant houses shall be permitted only as accessory to single family dwellings; and provided further that any stable or other structure housing livestock shall be at least one hundred (100) feet from any property line. Accessory structures incidental to other permitted uses shall be located so as to conform to front, side and rear yard requirements established for such uses.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee, (as established in Section Number 12; as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Section Number 13.

3. DWELLING COST, QUALITY AND SIZE. On each of the said lots of Brush Creek Subdivision, the first floor area or main floor area of the main structure, exclusive of one story open porches and garages or carports, shall not be less than 2,500 (Twenty-five Hundred) square feet in the case of a one story structure, nor less than 1,400 (Fourteen hundred) square feet in the case of a one and one-half ($1\frac{1}{2}$) story, two (2), or two and one-half ($2\frac{1}{2}$) story structure. In the event a house is constructed in tri-level, that is,


the main level having split level of different height and/or elevation, then, in that event, the main level shall be considered to be the ground level and said upper level of that particular floor, to the exclusion of any level beneath or below said main level. That is to say, that no basement footage will or can be considered as main level footage, for the purpose of this restriction.

4. BUILDING LOCATION. No building shall be located on any lot nearer than 150 feet to the front lot line. No building shall be located nearer than 100 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 100 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building. The Architectural Control Committee shall have authority to grant variances as to either such set-back line where the topograph or shape of any lot makes such variance desirable in the opinion of such committee.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having an area of less than eight acres.

6. NUISANCES. No noxious 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 neighborhood.

7. TEMPORARY STRUCTURES. 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


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residence either temporarily or permanently, except for a watchman only during construction.

8. OIL AND MINING OPERATIONS. 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 natural gas shall be erected, maintained or permitted upon any lot.

9. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. WATER SUPPLY. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authorities.

11. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities.



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Approval of such system as installed shall be obtained from such authorities.

12. ARCHITECTURAL CONTROL COMMITTEE. The architectural control committee is composed of Homer L. Dobbs, Peggy R. Dobbs, V.C. Handy and Bobbie L. Handy. A majority of the committee shall control and may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, not its designated representative shall be entitled to any compensation for service performed pursuant to this covenant.

13. PROCEDURE. 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 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.

14. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.



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15. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

16. RIGHT TO REPURCHASE. Homer L. Dobbs, Peggy R. Dobbs, V.C. Handy and Bobbie L. Handy, either individually or collectively, hereby reserve the right to repurchase any lot (improved or unimproved) from any person or persons at a price not less than that which said person or persons have been offered by a bona fide purchaser and which the lot owner is willing to accept. The right to repurchase shall run for ten (10) days from the time Homer L. Dobbs, Peggy R. Dobbs, V.C. Handy or Bobbie L. Handy has received in writing from any seller notice of intent to sell, stating the sales price, terms of sale, and name of purchaser or purchasers. The right to repurchase shall be subject and subordinate to the lien of any existing valid mortgage upon any such lot, which lien shall not be subordinated nor otherwise affected or disturbed by such right; nor shall such right to repurchase affect the title thereto obtained through or after foreclosures of any such mortgage.

17. NO ACCESS TO OTHER PROPERTY. No lot or any part thereof may be used as a roadway or walkway (paved or unpaved) from any property outside of Brush Creek Farms Development as described on Page 1 hereof provided, however, nothing contained herein shall prevent the enlargement or expansion of Brush Creek Farms Development and provided further that there shall be no expansion or enlargement of Brush Creek Farms Development without the written approval of the Architect-



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tural Control Committee.

18. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
19. PRIVATE SUBDIVISION. The Brush Creek Farms Development shall be a private subdivision with easements, bridlepaths, roadways and ingress and egress constituting common areas which shall be maintained by easements made by the Homeowners Association of which all of the owners of lots in Brush Creek Farms Development shall be members. Membership in the Homeowners shall be wholly responsible for the maintenance and repair of all easements, bridlepaths, roadways, ingress and egress and other common areas.
20. EASEMENTS AND COMMON AREAS. The site plan of Brush Creek Farms Development will be filed for record in the Office of the Judge of Probate of Shelby County, Alabama and will provide thereon easements, bridlepaths, roadways, ingress and egress and other common areas. The owners of lots in Brush Creek Farms Development shall have a non-exclusive easement with other owners in the Brush Creek Farms Development for the use of said roadways, bridlepaths, ingress and egress, easements and other common areas.

IN WITNESS WHEREOF, the undersigned Homer L. Dobbs, Peggy R. Dobbs, V.C. Handy and Bobbie L. Handy have hereunto set their hands and seals this _____ day of _____, 1980.



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Homer L. Dobbs (SEAL)

Peggy R. Dobbs (SEAL)

V.C. Handy (SEAL)


Bobbie L. Handy (SEAL)

THE STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Homer L. Dobbs, Peggy R. Dobbs, V.C. Handy and Bobbie L. Handy, whose names are signed to the foregoing instrument adopting protective covenants, who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal
this _____ day of _____, 1980

Notary Public


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