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STATE OF ALABAMA
COUNTY OF SHELBY

Cross Reference:

Misc. Book 14, Page 536
Misc. Book 17, Page 550
Map Book 13, Page 3
Map Book 14, Page 22
Map Book 20, Page 122
Instrument No. 20201020000476240
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**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR CHADWICK SQUARE**

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**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR CHADWICK SQUARE**

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CHADWICK SQUARE (“Declaration”) is made as of the 11th day of October, 2024, by the undersigned owners of the single-family lots as shown on the subdivision plat (including replats) of Chadwick Square, recorded in the probate records of Shelby County, Alabama.

WITNESSETH

WHEREAS, the undersigned are the respective owners of the real property described on Exhibit “A”, annexed hereto and made a part hereof, which is developed as single-family lots (the “Property”); and

WHEREAS, the undersigned desire to form a nonprofit corporation homeowners association pursuant to the Alabama Nonprofit Corporate Law and the Alabama Homeowners Association Act and to subject the Property to this Declaration of Covenants, Conditions, Restrictions and Easements for Chadwick Square;

NOW THEREFORE, the undersigned hereby adopt this Declaration of Covenants, Conditions, Restrictions and Easements for Chadwick Square, hereby declaring that the real property described in Exhibit “A” attached hereto and by this reference incorporated herein is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, mortgaged and otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens, hereinafter set forth, which are for protecting the value and desirability of and which shall run with the title to the real property hereby and hereafter made subject hereto and shall be binding on all persons having any right, title or interest in all or any portion of the real property now and hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title and assigns and shall inure to the benefit of each owner of all or any portion thereof.

Article 1: Definitions

The following words, when used in this Declaration or in any Supplementary Declaration, shall have the following meanings:

1.1 “Articles of Incorporation” means the Articles of Incorporation or Certificate of Formation of Chadwick Square Homeowners Association, Inc., filed with the Alabama Secretary of State and incorporated herein by this reference, as may be amended from time to time.

1.2 “Association” means Chadwick Square Homeowners Association, Inc., an Alabama nonprofit corporation, its successors and assigns.

1.3 “Board of Directors” or “Board” means the appointed or elected body of the Association, vested with the authority to operate, administer and manage the affairs of the Association under the Alabama Nonprofit Corporation Law, Code of Alabama § 10A-3A-1.01, *et seq.*

1.4 “Bylaws” means the Bylaws of Chadwick Square Homeowners Association, Inc., attached to this Declaration as Exhibit “B” and incorporated herein by this reference, as may be amended from time to time.

1.5 “Common Property” means any and all real and personal property, including, without limitation, easements and other interests therein, and the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

1.6 “Community” refers to that certain real property described in Exhibit “A”, attached hereto, and such additions thereto as may be made by Supplementary Declaration as provided herein.

1.7 “Community-Wide Standard” means the standard of conduct, maintenance or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association.

1.8 “Lot” means any plot of land within the Community, regardless of whether improvements are constructed thereon, which constitutes a single-family dwelling site as shown on the subdivision plat(s) for the Community recorded in the Shelby County, Alabama land records. The ownership of each Lot shall include, and there shall pass with the title to each Lot as an appurtenance thereto, regardless of whether it is separately described, all of the rights and interests of an Owner in and to the Common Property, as herein provided, together with membership in the Association.

1.9 “Mortgage” means any and all instruments used for the purpose of encumbering real property in the Community as security for the payment or satisfaction of an obligation, including, without limitation, any mortgage, deed to secure debt or deed of trust.

1.10 “Mortgagee” means the holder of a Mortgage.

1.11 “Occupant” means any Person occupying all or any portion of a Lot for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

1.12 “Owner” means the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community, but excluding a Mortgagee.

1.13 “Person” includes any individual, individual acting in a fiduciary capacity, corporation, limited partnership, limited liability company, general partnership, joint stock company, joint venture, association, company or other organization recognized as a separate legal entity under Alabama law.

1.14 “Subdivision Plat” means, collectively, all subdivision plats (including replats) filed in the plat map records of Shelby County, Alabama with respect to Chadwick Square.

1.15 “Supplementary Declaration” means a supplement to this Declaration which subjects additional property to the provisions of this Declaration and the jurisdiction of the Association and/or imposes additional covenants, conditions, restrictions or easements on the property described therein.

1.16 “Total Association Vote” means the votes attributable to the entire membership of the Association as of the record date for such action, but specifically excluding the votes of any Owners whose voting rights have been suspended as provided herein, regardless of whether such members are present or represented at the meeting, if any, where such votes are to be cast.

Article 2: Property Subject To This Declaration

This Declaration shall be read, construed, and interpreted in a manner consistent with the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential), recorded in Real Volume 348, Page 49 *et seq.*, in the Office of the Judge of Probate of Jefferson County, Alabama, Bessemer Division, and in Miscellaneous Book 14, Page 536 *et seq.*, in the Office of the Judge of Probate of Shelby County, Alabama; as amended by that certain Amendment No. 1 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential), recorded in Real Volume 348, Page 822 *et seq.*, in the Office of the Judge of Probate of Jefferson County, Alabama, Bessemer Division, and in Miscellaneous Book 17, Page 550 *et seq.*, in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter as supplemented and/or amended from time to time, collectively referred to as the “Riverchase Declaration”). The Riverchase Declaration shall remain fully applicable to the Property as set forth therein. Owners of Lots in the Property shall be members of both the Riverchase Residential Association, Inc., as described in the Riverchase Declaration, and the Chadwick Square Association, a nonprofit corporation to be formed, described herein. Lots within the Property shall be subject to the charges and liens described in both the Riverchase Declaration and this Declaration. In the event of a conflict between the Riverchase Declaration and the provisions of this Declaration, the terms of the Riverchase Declaration shall control.

2.1 Property Hereby Subjected to This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants, conditions, restrictions and easements hereinafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and encumbered subject to this Declaration is the real property described in Exhibit “A” attached hereto and by this reference made a part hereof.

2.2 Annexation. Owners of real property within the Subdivision Plat that is not subject to the Declaration as of the date this Amendment is recorded in the Shelby County, Alabama, probate records shall have the unilateral right, privilege, and option from time to time to subject said real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Shelby County, Alabama land records a Supplementary Declaration describing the property being subjected. Any annexation shall be effective upon the filing for record of such Supplementary Declaration in the Shelby County, Alabama land records, unless a later effective date is provided therein. Any Owner who executes a Supplementary Declaration agrees on behalf of themselves and their heirs, successors, and assigns, to immediately subject said Owner’s Lot to all Provisions of the Declaration, to pay assessments, and to be members of the Association.

Article 3: Association Membership and Voting Rights

3.1 Membership. Every Person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall have a membership in the Association. The foregoing is not intended to include a Mortgagee, and the giving of a security interest shall not terminate an Owner’s membership. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. The rights and privileges of membership, including the right to hold office, may be exercised by a member or the designee of a member, but in no event shall more than one (1) Person representing a single membership hold office at the same time. This Section is not intended to prohibit the same individual from being both an officer and a director of the Association.

3.2 Voting. Members shall be entitled to cast one (1) vote for each Lot owned. When more than one (1) Person holds an ownership interest in a Lot, the vote for such Lot shall be exercised as those

Owners themselves determine and advise the Secretary prior to any meeting or referendum. The vote attributable to a Lot shall be suspended in the event more than one (1) Person seeks to exercise it. The Board of Directors may suspend the voting rights of an Owner for any period during which any past due assessment against any Lot of the Owner remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations of the Association.

Article 4: Assessments

4.1 Purpose of Assessments. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners of Lots, including, without limitation, the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

4.2 Creation of the Lien and Personal Obligation for Assessments.

(a) General. Each Owner of a Lot, by acceptance of a deed therefor, regardless of whether it is expressed in such deed, covenants and agrees to pay to the Association: (i) general assessments; (ii) special assessments; and (iii) specific assessments. All assessments, together with late charges (in an amount equal to ten percent (10%) of the amount of the assessment or installment not paid when due, or such greater amount as may be established by the Board, in its sole discretion), interest (at a rate of the maximum amount allowable by law per annum on the principal amount due), and costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, shall, from the time the sums become due and payable, be a charge on the land and a continuing lien in favor of the Association on the Lot against which each assessment is made.

(b) Creation of the Lien. The recording of this Declaration shall constitute record notice of the existence of the lien and no further recordation of any claim of lien shall be required. Each assessment, together with late charges, interest and costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, shall also be the personal obligation of the Person who was the Owner of the Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of the grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings.

(c) No Exemption from Assessments. No Owner may waive or otherwise be exempt from liability for the assessments provided for herein for any reason, including, by way of illustration and not limitation, the following: (i) abandonment of the Lot; (ii) nonuse of the Common Property; (iii) the Association's failure to perform its obligations required under the Declaration; or (iv) inconvenience or discomfort arising out of the Association's performance of its duties. No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure of the Association to take some action or perform some function required to be taken or performed by the Association, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

4.3 Budget. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause the budget and the general assessment to be levied against each Lot for the year to be delivered to each member at least thirty (30) days prior to the due date of such general assessment. The budget and the general assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote. If the

membership disapproves the proposed budget or the Board fails for any reason to determine the budget for any period, then and until such time as a budget has been determined, as provided herein, the budget in effect shall continue.

4.4 General Assessments. General assessments shall be levied equally on all Lots and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice for delinquents. Unless otherwise provided by the Board, the general assessment shall be paid in monthly installments. General assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the Common Property, improvements to the Common Property, operating expenses of the Association, payment for any items of betterment and the establishment of reserve funds as the Board shall deem proper. General assessments may include, without limitation, the following: (a) sums for property taxes for the Common Property; (b) insurance premiums; (c) legal and accounting fees; (d) management fees; (e) charges for utilities and other services provided by the Association, including, without limitation, street lights; (f) costs to maintain the Common Property features, including landscaping and any electricity and/or irrigation expenses associated therewith; and (g) expenses and liabilities incurred as provided herein, in the Articles of Incorporation and Bylaws for the indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others.

4.5 Special Assessments. The Association, acting through the Board of Directors, may levy a special assessment against all Owners in the Community for any unbudgeted or unanticipated expenses or expenses in excess of those budgeted. So long as the total amount of special assessments allocated to each Lot in a fiscal year does not exceed the amount of the general assessment applicable to such Lot in such fiscal year, the Board may impose the special assessment without a vote of the Owners. Any special assessment which would cause the total amount of special assessments allocated to a Lot in a fiscal year to exceed the amount of the general assessment for such fiscal year must be approved by at least seventy-five percent (75%) of the Total Association Vote in order to be effective. Special assessments shall be paid as determined by the Board. The Board may permit a special assessment to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

4.6 Specific Assessments. The Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate. The failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. By way of explanation, and not limitation, the following shall constitute specific assessments: (a) fines levied pursuant to this Declaration; (b) the initiation fee as provided in Section 4.13 hereof; and (c) the cost of maintenance performed by the Association for which an Owner is responsible.

The Board of Directors may also specifically assess Owners for Association expenses as follows: (a) expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received; (b) expenses of the Association which benefit all Lots, but do not provide an equal benefit to all Lots, may be specifically assessed equitably among all Lots according to the benefit received; and (c) expenses of the Association which are incurred by or attributable to an Owner or the Occupants, guests, tenants, invitees or licensees of the Owner may be specifically assessed against the Lot of such Owner.

4.7 Subordination of Liens to Mortgages. Notwithstanding anything to the contrary in this Declaration or any other document related thereto or executed in connection therewith, the lien of all

assessments authorized herein is hereby made subordinate to the lien of any first Mortgage placed on a Lot if, but only if, all assessments and charges with respect to such Lot authorized herein having a due date on or prior to the date of the Mortgage as filed of record have been paid. The lien hereby subordinated is only a lien as it relates to assessments and charges authorized hereunder having a due date subsequent to the date such Mortgage is filed of record and prior to the cancellation, satisfaction or foreclosure of such Mortgage. Such subordination is merely a subordination and: (a) shall not relieve the Owner of the Lot of the personal obligation to pay all assessments coming due during such period of ownership; (b) shall not relieve such Lot from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of such subordination as against a Mortgagee or such Mortgagee's transferee or assignee by foreclosure); and (c) no sale or transfer of such Lot to the Mortgagee or to any other Person pursuant to a foreclosure, or pursuant to any other proceeding in lieu of foreclosure, shall relieve any existing or previous Owner of such Lot of any personal obligation or relieve such Lot or any Owner of such Lot from liability for any assessment authorized hereunder that becomes due after such sale and transfer. Upon written request of any institutional holder of a first Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of audited financial statements of the Association within 90 days of the date of the request.

4.8 Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. In addition to the lien rights, the personal obligation of the then Owner to pay such assessments shall remain such Owner's personal obligation and shall also pass to such Owner's successors-in-title. Such Owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which such Owner was obligated to pay immediately preceding the transfer or conveyance; and such Owner and such successors-in-title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successors-in-title creating any indemnification of the Owner or any relationship of principal and surety as between themselves.

Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge (in an amount equal to ten percent (10%) of the amount of the assessment or installment not paid when due, or such greater amount as may be established by the Board, in its sole discretion), interest (at a rate of the maximum amount allowable by law per annum on the principal amount due). The obligation for the payment of assessments and fees arising hereunder shall include costs of collection, including, without limitation, reasonable attorneys' fees actually incurred.

The Association may cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date. In the event that the assessment remains unpaid after sixty (60) days, the Association may institute suit to collect such amounts and/or to foreclose its lien. The Association may file a claim of lien with the Office of the Probate Court of Shelby County, Alabama, but no such claim of lien shall be required to establish or perfect the lien for unpaid assessments.

Each Owner, by acceptance of a deed, vests in the Association the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the lien. The lien provided for in this Declaration shall be in favor of the Association and shall be for the benefit of all Owners. The Association shall have the power to: (a) bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same; (b) suspend the membership rights of the delinquent Owner, including the right to vote; (c) suspend the right of a delinquent Owner to use and enjoy the Common Property; and (d) suspend the right of the delinquent Owner to receive services and other benefits as may be provided by the Association, if any. Any suspension shall not affect an Owner's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent lien on such Lot in favor of the Association.

4.9 Date of Commencement of Assessments. Assessments shall commence when the Board of Directors first determines a budget and levies assessments.

4.10 Failure to Assess. The omission or failure of the Board to fix the assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as the last year for which an assessment was made, if any, until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

4.11 Estoppel Letter. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association or its managing agent setting forth the amount of assessments past due and unpaid, including any late charges, interest, fines, or other charges against that Lot. Such request shall be delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. The Association shall, within five (5) business days after receiving a written request therefor, certify to the amount of any unpaid assessments constituting a lien on a specified Lot. The Association may charge a reasonable fee as may be permitted by law as a prerequisite to the issuance of such statement.

4.12 Initiation Fee. Upon each conveyance of title to a Lot, an initiation fee in an amount equal to seventy-five (75%) of the then current annual assessment, or such higher amount as may be established by the Board of Directors from time to time, for the Lot shall be collected from the purchaser at the closing of such transaction and paid to the Association. Notwithstanding the foregoing, an initiation fee shall not be collected in the following situations: 1) conveyances to the spouse of the Owner and 2) conveyances to an heir of the deceased Owner. The initiation fee shall constitute a specific assessment against the Lot, shall be in addition to, not in lieu of, the annual general assessment and shall not be considered an advance payment of such assessment. The initiation fee may be used by the Association for any purpose, including, without limitation, for the payment of operating expenses of the Association and other expenses incurred by the Association pursuant to the provisions of this Declaration.

Article 5: Maintenance; Common Property

5.1 Association's Maintenance Responsibility.

(a) General. The Association shall maintain and keep in good repair the Common Property, which shall include, without limitation, the maintenance, repair and replacement of all landscaping, structures and improvements situated thereon. The Association shall also maintain (whether or not constituting Common Property) the following: (i) all Community entry features, including, without limitation, monument signage, fencing and any landscaping associated therewith and any irrigation system and/or lighting system serving such entry features and landscaping, regardless of whether such entry features and related landscaping are located on a Lot, Common Property or public right-of-way; (ii) all Community green space and open space areas which are located outside the boundary of a Lot; (iii) street medians and street islands in the Community and any landscaping located in, along or adjacent to the public right-of-ways in the Community, if and to the extent the same are not maintained on an ongoing basis by a governmental entity or third party; and (iv) exterior lighting serving the Community, including, without limitation, street lights, if and to the extent the same are not maintained on an ongoing basis by a governmental entity or third party; provided, however, the Association shall not be responsible

for the maintenance, repair and replacement of any exterior lighting exclusively serving a Lot or attached to the residential dwelling located on the Lot.

(b) Maintenance Standards. All maintenance by the Association shall be performed in a manner consistent with the Community-Wide Standard. The Board of Directors may authorize the officers of the Association to enter into contracts with any Person or Persons to perform maintenance hereunder on behalf of the Association.

In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the Occupants, family, guests, lessees or invitees of an Owner, then the Association may perform such maintenance, repair or replacement and all costs thereof, not paid for by insurance, shall be assessed against the Lot of such Owner as a specific assessment.

(c) Assumption of Additional Maintenance. The Association shall have the right, but not the obligation, to maintain property it does not own, regardless of whether such property is located within or outside of the Community, where the Board has determined that such action would benefit the Owners.

5.2 Owner's Maintenance Responsibility. Except for maintenance performed on or to a Lot by the Association pursuant to Section 5.1, if any, all maintenance of and repair and replacement to the Lot and all structures, landscaping, and other improvements located thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. Such maintenance obligation shall include, without limitation, the following: (a) prompt removal of all litter, trash, refuse, and waste; (b) lawn mowing on a regular basis; (c) tree and shrub pruning; (d) watering landscaped areas; (e) keeping improvements and exterior lighting in good repair and working order; (f) keeping lawn and garden areas alive, free of weeds, and attractive; (g) keeping driveways and walkways in good repair; (h) complying with all governmental health and police requirements; (i) maintaining grading and storm water drainage as originally established on the Lot; (j) repairing exterior damage to improvements; (k) maintaining, repairing and replacing the residential dwelling located on the Lot, including, without limitation, periodic painting and pressure washing and roof repair and replacement as needed; (l) maintaining, repairing and replacing all storm water drainage facilities which exclusively serve the Lot; (m) maintaining, repairing and replacing all pipes, wires and conduits, including, without limitation, sanitary sewer, electrical and plumbing systems, which exclusively serve the Lot; and (n) maintaining, repairing and replacing any deck, patio or balcony attached to a residential dwelling, including, the painting, staining and/or sealing of any deck, patio or balcony and any maintenance or repairs to structural components to such deck, patio or balcony.

5.3 Landscaping to Common Property. As provided in Section 5.1 above, the Association shall be responsible for all landscaping to the Common Property. The Board of Directors, in its sole discretion, may leave portions of the Common Property as undisturbed natural areas and may change the landscaping provided to the Common Property at any time and from time to time in its sole discretion. The Board of Directors may promulgate rules setting forth the extent of landscaping maintenance to be performed by the Association to the Common Property and the rights of Owners with respect to adding or modifying landscaping improvements to the Common Property, including, for example allowing seasonal flowering plants in certain portions of the Common Property at the expense of the Owner. Owners shall not add trees, shrubs, bushes, plants or other vegetation to the Common Property without the prior written consent of the Board of Directors. Any landscaping improvements installed by an Owner on Common Property which are not properly maintained, including, but not limited to, damaged, diseased or dead plants, shrubs and trees may, at the sole discretion of the Board of Directors, be removed from the

Community and all costs associated therewith may be assessed against the Owner and the Lot as a specific assessment.

5.4 Failure of Owner to Maintain. In the event that the Board of Directors determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such maintenance, repair or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement to be performed. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable period of time. If an Owner does not comply with the provisions hereof, the Association may provide such maintenance, repair or replacement to the Lot and all costs associated therewith shall be assessed against the Owner and the Lot of such Owner as a specific assessment.

5.5 Limitation of Liability. Owners, Occupants and their guests shall use the Common Property, all areas maintained by the Association and all portions of the Community not contained within a Lot at their own risk and shall assume sole responsibility for their personal belongings used or stored thereon. All Owners and Occupants shall have an affirmative duty and responsibility to inspect the Common Property and all portions of the Community not contained within a Lot for any defects, perils or other unsafe conditions relating to the use and enjoyment thereof. The Association and its officers, directors, employees, representatives and agents shall not be held liable for: (a) personal injury to any person occurring on the Common Property; (b) loss or damage to personal belongings used or stored on the Common Property or on any other portion of the Community; or (c) loss or damage, by theft or otherwise, of any other property of an Owner or Occupant.

In addition to the foregoing, the Association and its officers, directors, employees, representatives and agents shall not be liable for injury or damage to any Person or property: (a) caused by the elements or by an Owner or any other Person; (b) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association or from any portion of the Common Property; or (c) caused by any street, pipe, plumbing, drain, pond, lake, dam, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair.

Article 6: Use Restrictions and Rules

6.1 Rules and Regulations. The Board of Directors may, from time to time, promulgate, modify or delete reasonable rules and regulations applicable to the Community. Such rules and regulations shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled, or modified by at least seventy-five percent (75%) of the Total Association Vote.

All Owners and Occupants of Lots are hereby notified that the use of their Lots is limited by the rules and regulations, as they may be amended, expanded, and otherwise modified hereunder. Each Owner, by acceptance of a deed or entering into a contract of sale, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot can be affected by the rules and regulations, that the rules and regulations may change from time to time, and that such changed rules and regulations may or may not be set forth in an instrument recorded in the Shelby County, Alabama land records.

6.2 Residential Use. Each Lot shall be used for residential purposes exclusively. No trade or business of any kind may be conducted in or from a Lot, except that the Owner or Occupant residing at the Lot may conduct business activities within the residential dwelling located thereon so long as the business activity: (a) does not otherwise violate the provisions of the Declaration, Bylaws or any rules and regulations of the Association; (b) is not apparent or detectable by sight, sound or smell from the exterior of the Lot; (c) does not unduly increase traffic flow or parking congestion; (d) conforms to all zoning requirements for the Community; (e) does not increase any insurance premiums paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; (f) is consistent with the residential character of the Community; (g) does not constitute a nuisance or a hazardous or offensive use; (h) does not threaten the security or safety of other residents of the Community; and (i) does not involve door-to-door solicitation within the Community, all as may be determined in each case in the sole discretion of the Board of Directors. The Board may issue rules regarding permitted business activities. The terms “business” and “trade”, as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider’s family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) the activity is engaged in full or part-time; (y) the activity is intended to or does generate a profit; or (z) a license is required for the activity.

6.3 Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on a Lot. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Person using any property within the Community. No plants, animals, device or thing of any sort shall be maintained in the Community whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community by other Owners and Occupants. Without limiting the generality of the foregoing, no horn, whistle, siren, bell, amplifier or other sound device, except devices used exclusively for security purposes, screaming, shouting, excessively loud talking, fighting, raucous behavior, insobriety, playing loud music or television, use of any alarm, equipment, or device, mechanical or otherwise, which creates or produces excessively loud sounds or any vibrations, or any conduct which creates any noxious or offensive odors outside of a home shall be permitted, located, used, placed, installed or maintained upon any all or any portion of a Lot. The inconvenience complained of shall not be fanciful, or such as would affect only one of fastidious taste, but it shall be such as would affect an ordinary, reasonable person as determined in a particular instance by the Board.

6.4 Garbage Cans, Etc. All garbage cans, recycling bins, and other similar items shall be located or screened so as to be concealed from the view of neighboring streets and property. All rubbish, trash, garbage, recycling materials and yard waste shall be regularly removed and shall not be allowed to accumulate. Unless otherwise provided by the Board, trash, recycling and yard waste receptacles shall be placed at the curb no earlier than 5:00 p.m. the day before pick up and shall be removed within twenty-four (24) hours. Trash removal, recycling and yard waste pick-up shall also be subject to such reasonable rules and regulations as the Board of Directors may adopt from time to time.

6.5 Leasing. Lots may be leased for residential purposes. All leases shall be in writing. Lots may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. Unless otherwise provided by the Board of Directors, all leases shall have a minimum term of at least one (1) year. The Owner must provide the lessee with copies of the Declaration, Bylaws, and the rules and regulations of the Association, and the lease shall provide that the Owner has made available to the lessee copies of the Declaration, Bylaws, and the rules and regulations.

Transient tenants or occupants are not permitted in Lots. By way of example only, the immediately preceding standard shall include any occupancy under any Airbnb, time share, vacation rental, Vacation Rental By Owner ("VRBO"), Home Away, Craigslist or other similar arrangement whereby any person is granted, by Owner for compensation in any form, a right to enter and/or occupy a Lot for any period of time shorter in duration than one (1) year; the listing hereinabove shall not be considered exhaustive or exclusive with regard what constitutes leasing hereunder. Additionally, any advertisement and/or solicitation of a Lot as being available for short-term leasing is also prohibited, and the same shall constitute proof that a violation of this Section has occurred and/or is ongoing until the advertisement and/or solicitation is removed.

Article 7: Easements

7.1 General. Each Lot shall be subject to those easements, if any, shown or set forth on the recorded subdivision plat(s) for the Community, as amended from time to time, as well as the easements now or hereafter established in this Declaration or by any other document recorded in the Office of the Probate Court of Shelby County, Alabama.

7.2 Easements for Use and Enjoyment. Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment by the Owner and the Occupants of the Owner's Lot in and to the Common Property which shall be appurtenant to and shall pass with the title to each Lot, subject to the following:

(a) the right of the Association to suspend the right of an Owner to use and enjoy the Common Property for any period of time during which any past due assessment against any Lot of the Owner remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations;

(b) the right of the Association to limit the number of Persons who may use the Common Property and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by authorized users and their guests and invitees;

(c) the right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for constructing, repairing or improving any facilities located or to be located thereon and, upon the affirmative vote of Owners of at least seventy-five percent (75%) of the Lots, to give as security for the payment of such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of any Owner or the holder of any Mortgage encumbering any Lot or other property located within the Community (regardless of any contrary provision in this Declaration or in any such Mortgage given by the Association, the exercise of any rights by the holder of such Mortgage in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of any Owner or the holder of any Mortgage encumbering any Lot or other property located within the Community);

(d) the right of the Association, acting through the Board of Directors and without a vote of the members, to dedicate or grant licenses, permits, easements and rights-of-way over, under and through the Common Property;

(e) the right of the Association to transfer or convey title to all or any portion of the Common Property upon the approval of the Owners of at least seventy-five percent (75%) of the Lots;

(f) all other rights of the Association, Owners and Occupants set forth in this Declaration, in any Supplementary Declaration or in any deed conveying Common Property to the Association; and

(g) all encumbrances, including, without limitation, easements, zoning conditions, and other matters shown by the public records affecting title to the Common Property.

7.3 Easement for Emergency Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons and to inspect for the purpose of ensuring compliance with this Declaration, any Supplementary Declaration, Bylaws, and rules and regulations of the Association, which right may be exercised by any member of the Board, the officers, agents, employees, and managers of the Association and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may increase the possibility of a fire, slope erosion or other hazard in an emergency situation and in the event an Owner fails or refuses to cure the condition within a reasonable period of time after requested by the Association, but shall not authorize entry into any residential dwelling located on a Lot without the permission of the Owner thereof.

7.4 Easement for Maintenance – Association. There is hereby reserved to the Association a perpetual easement across the exterior portions of all Lots as may be reasonably necessary to perform the maintenance required hereunder. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment of Lots, reasonable steps shall be taken to protect such property and damage shall be repaired by the Association or its contractor(s) at their sole cost and expense.

7.5 Easement for Maintenance – Owners. There is hereby reserved for the benefit of each Lot reciprocal appurtenant easements between adjacent Lots and an easement for the benefit of each Lot over adjacent Common Property for the purpose of maintaining or repairing the improvements located on each Lot. The easements granted herein shall extend to a distance of ten (10) feet as measured from any point on the common boundary between the Lots. The easement shall be used only for such period of time as is reasonably necessary to complete the maintenance or repair. The Owner exercising this easement right shall be liable for the prompt repair of any damage to the Lot or Common Property over which this easement is exercised which arises out of such maintenance or repair work.

Article 8: General Provisions

8.1 Enforcement. Each Owner and Occupant shall comply strictly with the Bylaws, rules and regulations, and use restrictions, as amended or modified from time to time, and with the covenants, conditions, easements and restrictions set forth in this Declaration, the recorded subdivision plat(s) for the Community and in the deed to such Owner's Lot, if any. The Association, acting through the Board of Directors, may impose fines or other sanctions for violations of the foregoing in accordance with this Declaration and the Bylaws, which fines shall be collected as provided herein for the collection of

assessments; provided, the Association may count each day a violation continues after notice thereof as a separate violation.

Failure to comply with this Declaration, the Bylaws, the use restrictions, or rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief or both, including, without limitation, reasonable attorneys' fees actually incurred, maintainable by the Association or an aggrieved Owner. The failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to record in the Shelby County, Alabama land records a notice of violation of the Declaration, Bylaws, rules and regulations, or use restrictions and to assess the cost of recording and removing such notice against the Lot of the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

8.2 Occupants Bound. All provisions of the Declaration, Bylaws, rules and regulations, and use restrictions which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants and the guests and invitees of Owners and Occupants. The Owner shall be responsible for insuring that the Occupants, the guests, invitees and licensees of the Owner and Occupant strictly comply with all provisions of the Declaration, Bylaws, rules and regulations, and use restrictions. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not timely paid, the fine may then be levied against the Owner.

8.3 Self-Help. In addition to any other remedies provided for herein, the Association, acting through the Board, or its duly authorized agents shall have the power to enter upon any Lot or any other portion of the Community to abate or remove any structure, improvement, thing or condition which violates this Declaration, the Bylaws, the rules and regulations, or the use restrictions. Unless an emergency situation exists, the violating Owner shall be given ten (10) days' written notice of the intent to exercise self-help. All costs of self-help, including, without limitation, reasonable attorneys' fees actually incurred, shall be assessed against the Lot of the violating Owner as a specific assessment.

8.4 Duration. The covenants, conditions, restrictions and easements contained in this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by the Association and any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, if and to the extent that Alabama law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, any such provision(s) shall be automatically extended for successive periods of twenty (20) years (or the maximum period allowed by applicable law, if less), unless a written instrument signed by the then Owners of at least two-thirds (2/3) of the Lots has been recorded within the year immediately preceding the beginning of a twenty (20) year renewal period agreeing to terminate such provisions, in whole or in part, in which case this Declaration shall be terminated to the extent specified therein.

8.5 Amendment. This Declaration may be amended upon the affirmative vote or written consent or any combination of affirmative vote and written consent of Owners of at least seventy-five percent (75%) of the Lots. Amendments to this Declaration shall become effective upon recordation unless a later effective date is specified therein. The consent of the requisite number of Owners to any amendment shall be evidenced by the execution of the amendment by said Owners, or, in the alternative, the sworn statement of the President or any Vice President or the Secretary of the Association attached to or incorporated in the amendment, which sworn statement states unequivocally that the consent of the required number of Owners was obtained and that any notices required by this Declaration, the Bylaws, the Articles of Incorporation and Alabama law were given.

8.6 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application and, to this end, the provisions of this Declaration are declared to be severable.

8.7 Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

8.8 Preparer. This Declaration was prepared by Allison R. Lumbatis, Coulter & Sierra, LLC, 22 Inverness Center Parkway, Suite 600, Birmingham, Alabama 35242.

8.9 Notices. Except as otherwise specifically provided in such document(s), as the case may be, notices provided for in this Declaration, the Articles or Bylaws shall be in writing, and shall be addressed to an Owner at the address of the Lot and to the Association at the address of its registered agent on file with the Secretary of State of the State of Alabama. Any Owner may designate a different address, including an electronic mail address, for notices to such Owner by giving written notice to the Association. Owners shall keep the Association advised of their current address and phone number(s) where they can be reached. Notices addressed as above shall be mailed by United States Registered or Certified Mail, return receipt requested, postage paid, or delivered in person, including delivery by Federal Express or other reputable commercial courier service, or issued electronically in accordance with Chapter 1A of Title 8 of the Official Code of Alabama Annotated, the "Uniform Electronic Transactions Act". The time period in which a response to any such notice must be given or any action taken with respect thereto, shall commence to run from the date of personal delivery or date of receipt shown on the return receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent.

8.10 Indemnification. To the fullest extent allowed by the Alabama Nonprofit Corporation Law, and in accordance therewith, the Association shall indemnify every current and former officer, director and committee member against any and all expenses, including, but not limited to, attorneys' fees, imposed upon or reasonably incurred by any officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer, director or committee member may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available. The Association may obtain a fidelity bond or dishonesty insurance on directors, officers, employees, and other persons handling or responsible for the Association's funds, regardless of whether they are compensated by the Association.

8.11 Notice of Sale or Acquisition. Owners must keep the Association apprised of their name, address and telephone number. Accordingly, prior to the sale of a Lot, an Owner shall provide the Association with written notice of the name of the purchaser and such other information as the Board may reasonably require. Upon acquisition of title to a Lot, each new Owner shall provide the Association with written notice of the name, mailing address and telephone number of the Owner, the names of the Occupants of the Lot, if any, and such other information as the Board may reasonably require. All Owners shall notify the Association of any change in name, address or telephone number.

8.12 Agreements. All agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors, shall be binding upon all Owners, their heirs, legal representatives, successors, assigns and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

8.13 Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto, if it determines that waiver of application or enforcement of the provision in a particular case is warranted and would not be inconsistent with the overall scheme of development for the Community.

8.14 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the Total Association Vote. This Section shall not apply to: (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided herein; (c) proceedings involving challenges to ad valorem taxation; (d) counterclaims brought by the Association in proceedings instituted against it; or (e) actions brought by the Association against any contractor, vendor, or supplier of goods or services arising out of a contract for goods or services to which the Association is a party. This Section shall not be amended unless such amendment is approved by the percentage votes necessary to institute proceedings as provided above.

8.15 No Discrimination. No action shall be taken by the Association or the Board of Directors which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status, or disability.

8.16 Security. ALL OWNERS, OCCUPANTS, GUESTS, LICENSEES, AND INVITEES, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, AND THE ARCHITECTURAL REVIEW COMMITTEE, IF ANY, DO NOT REPRESENT OR WARRANT THAT ANY SAFETY OR SECURITY MEASURES WILL BE IMPLEMENTED IN THE COMMUNITY OR, IF IMPLEMENTED, THAT SUCH SAFETY OR SECURITY MEASURES MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT SUCH SAFETY OR SECURITY MEASURES WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THEY ARE DESIGNED. EACH OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, THE BOARD OF DIRECTORS AND THE ARCHITECTURAL REVIEW COMMITTEE, IF ANY, ARE NOT INSURERS OR PROVIDERS OF SAFETY OR SECURITY AND SHALL HAVE NO DUTY TO PROVIDE ANY SAFETY OR SECURITY ON THE COMMON PROPERTY OR ON ANY OTHER PORTION OF THE COMMUNITY; AND THAT EACH OWNER, OCCUPANT, GUEST, LICENSEE, AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, THE BOARD OF DIRECTORS, AND THE ARCHITECTURAL REVIEW COMMITTEE, IF ANY, HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE

RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SAFETY OR SECURITY MEASURES IMPLEMENTED OR APPROVED.

IN WITNESS WHEREOF, the undersigned have consented to and caused this Declaration to be executed under seal, as of the date first written above.

[SIGNATURE PAGES TO FOLLOW]

The undersigned Owners, as the record owners of Lot 1-A in Chadwick Square, as further described on Exhibit "A" hereto, do hereby consent to and approve of the foregoing Declaration of Protective Covenants, Conditions, Restrictions and Easements for Chadwick Square and agrees that said property shall hereafter be held, sold, used and conveyed subject to the terms of such Declaration and all of the easements, restrictions, covenants, and conditions, contained therein, which shall run with the title to such real property and shall be binding upon all parties having any right, title, or interest in such property, including the undersigned Owner(s) and their heirs, successors, successors-in-title, and assigns.

IN WITNESS WHEREOF, the undersigned Owners have set hand and seal this 20 day of Sept, 2024.

Steve O. Ouzts
Steve O. Ouzts
2079 Royal Fern Lane
Hoover, AL 35244

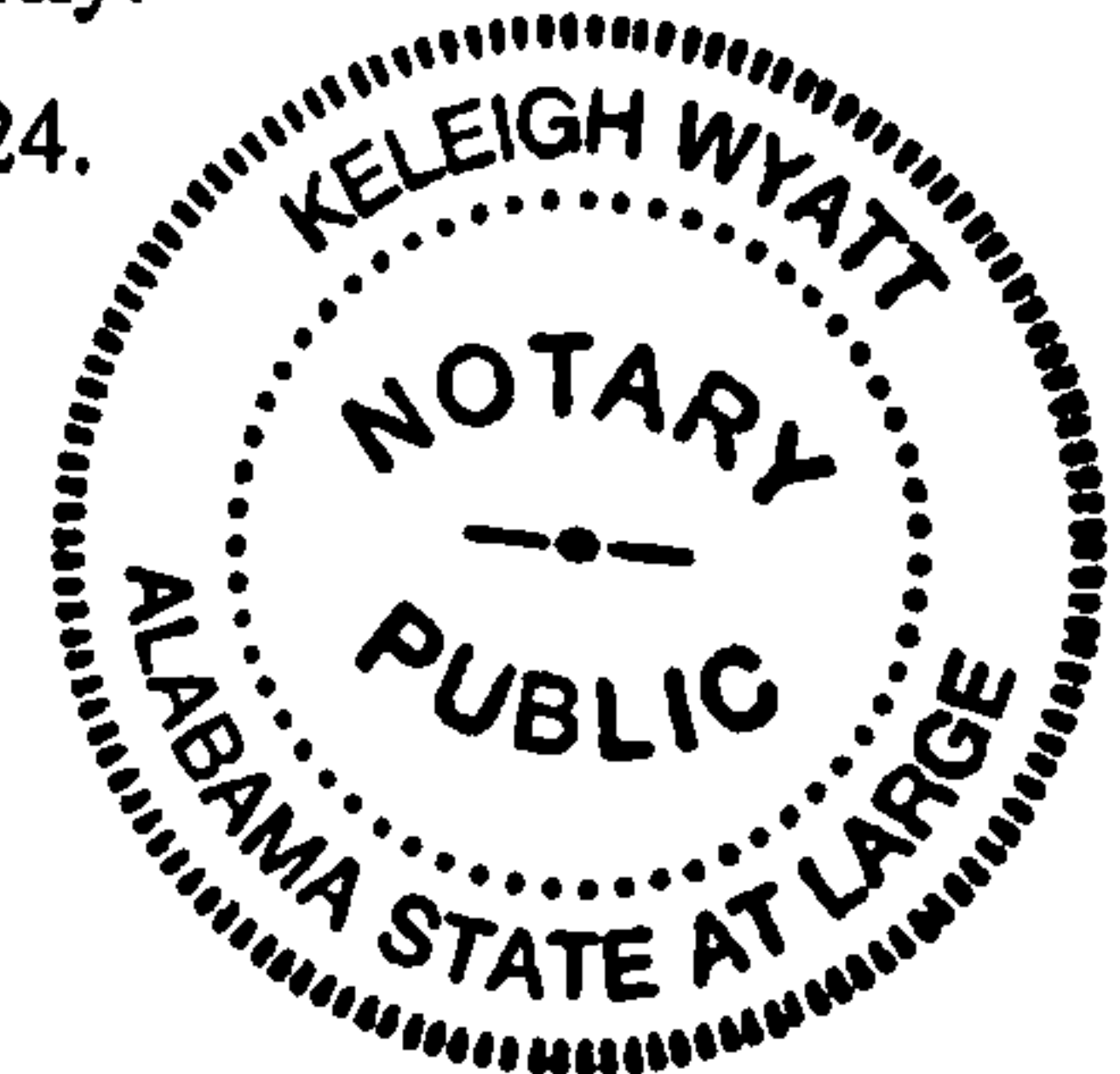
Margaret S. Ouzts
Margaret S. Ouzts
2079 Royal Fern Lane
Hoover, AL 35244

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned Notary Public, in and for said county, in said state, hereby certify that Steve O. Ouzts, 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/she executed the same voluntarily.

Given under my hand and official seal, this 20th day of September, 2024.

Keleigh Wyatt
Notary Public
My commission expires: 10/06/2024

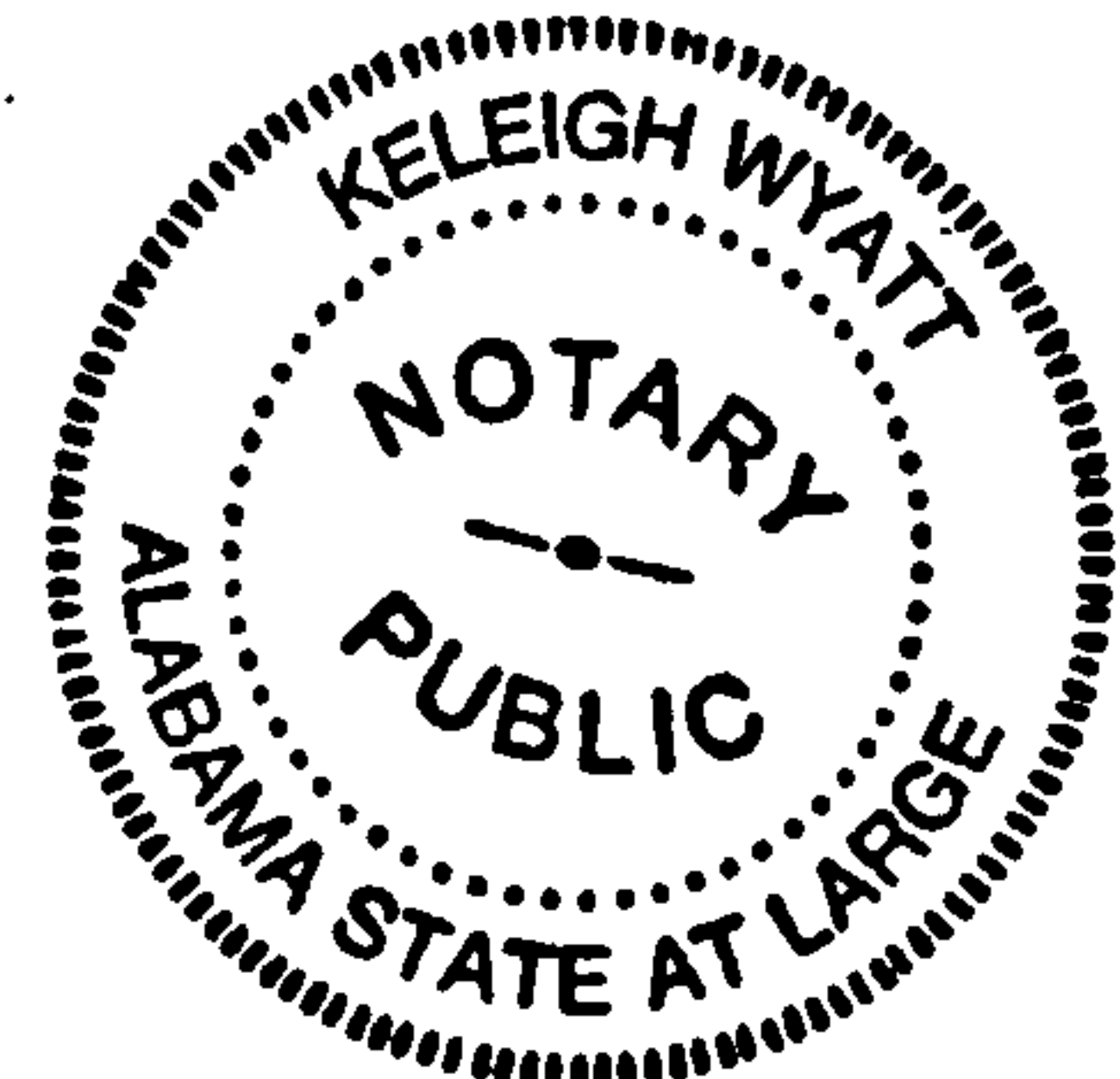


STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned Notary Public, in and for said county, in said state, hereby certify that Margaret S. Ouzts, 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/she executed the same voluntarily.

Given under my hand and official seal, this 20th day of September, 2024.

Keleigh Wyatt
Notary Public
My commission expires: 10/06/2027



The undersigned Owner, as the record owner of **Lot 2-B in Chadwick Square**, as further described on Exhibit "A" hereto, does hereby consent to and approve of the foregoing Declaration of Protective Covenants, Conditions, Restrictions and Easements for Chadwick Square and agrees that said property shall hereafter be held, sold, used and conveyed subject to the terms of such Declaration and all of the easements, restrictions, covenants, and conditions, contained therein, which shall run with the title to such real property and shall be binding upon all parties having any right, title, or interest in such property, including the undersigned Owner(s) and their heirs, successors, successors-in-title, and assigns.

IN WITNESS WHEREOF, the undersigned Owner has set hand and seal this 20th day of Sept, 2024.

Dale D. McKee

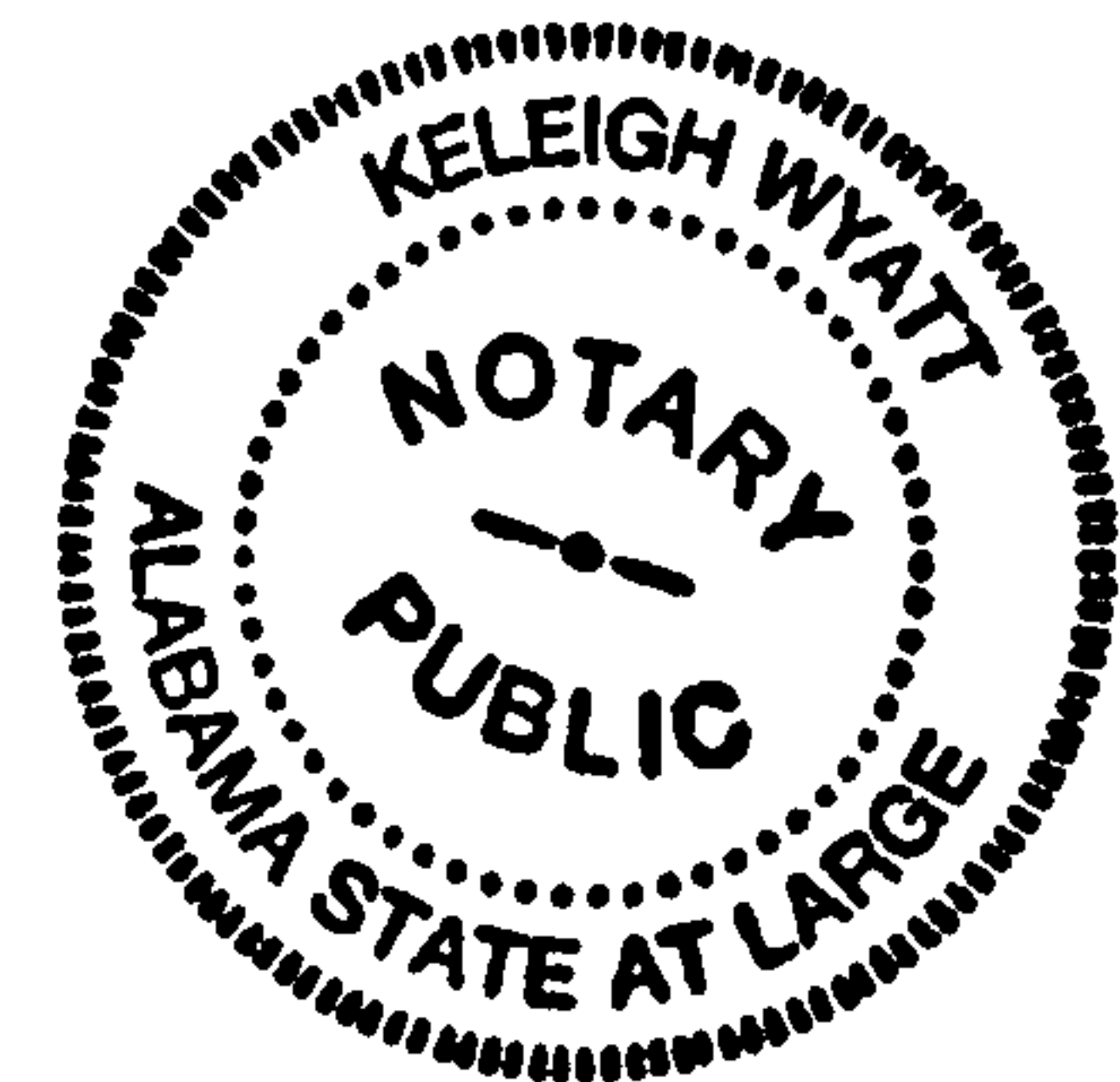
Dale D. McKee
2071 Royal Fern Lane
Hoover, AL 35244

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned Notary Public, in and for said county, in said state, hereby certify that **Dale D. McKee**, 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/she executed the same voluntarily.

Given under my hand and official seal, this 20th day of September, 2024.

Keleigh Wyatt
Notary Public
My commission expires: 10/06/2027



The undersigned Owners, as the record owners of **Lot 4-A in Chadwick Square**, as further described on Exhibit "A" hereto, do hereby consent to and approve of the foregoing Declaration of Protective Covenants, Conditions, Restrictions and Easements for Chadwick Square and agrees that said property shall hereafter be held, sold, used and conveyed subject to the terms of such Declaration and all of the easements, restrictions, covenants, and conditions, contained therein, which shall run with the title to such real property and shall be binding upon all parties having any right, title, or interest in such property, including the undersigned Owner(s) and their heirs, successors, successors-in-title, and assigns.

IN WITNESS WHEREOF, the undersigned Owners have set hand and seal this 26th day of September, 2024.

Bryan B. Starr, Jr.

Bryan B. Starr, Jr., as Trustee of the Bryan B. Starr, Sr. Revocable Trust of 2013, dated May 16, 2013
2065 Royal Fern Lane
Hoover, AL 35244

Bryan B. Starr, Jr.

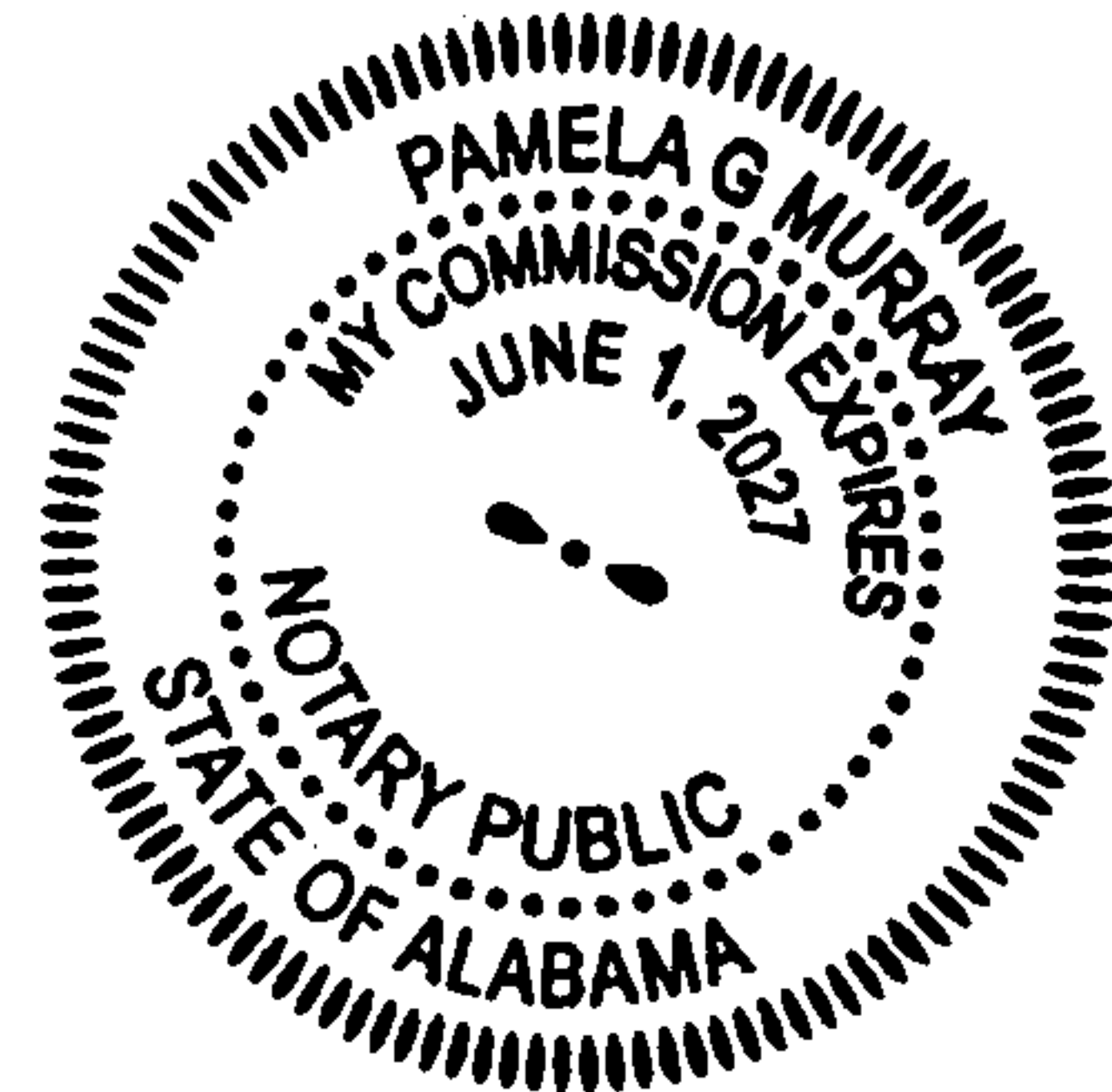
Bryan B. Starr, Jr., as Trustee of the Cherry M. Starr Revocable Trust of 2013, dated May 16, 2013
2065 Royal Fern Lane
Hoover, AL 35244

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned Notary Public, in and for said county, in said state, hereby certify that **Bryan B. Starr, Jr., as Trustee of the Bryan B. Starr, Sr. Revocable Trust of 2013, dated May 16, 2013, and as Trustee of the Cherry M. Starr Revocable Trust of 2013, dated May 16, 2013**, 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/she executed the same voluntarily.

Given under my hand and official seal, this 26th day of September, 2024.

Pamela G. Murray
Notary Public
My commission expires: June 1, 2027



The undersigned Owners, as the record owners of **Lot 6 in Chadwick Square**, as further described on Exhibit "A" hereto, do hereby consent to and approve of the foregoing Declaration of Protective Covenants, Conditions, Restrictions and Easements for Chadwick Square and agrees that said property shall hereafter be held, sold, used and conveyed subject to the terms of such Declaration and all of the easements, restrictions, covenants, and conditions, contained therein, which shall run with the title to such real property and shall be binding upon all parties having any right, title, or interest in such property, including the undersigned Owner(s) and their heirs, successors, successors-in-title, and assigns.

IN WITNESS WHEREOF, the undersigned Owners have set hand and seal this 27 day of September, 2024.

Robert Dawson

Robert Dawson
2074 Royal Fern Lane
Hoover, AL 35244

Ernette Dawson

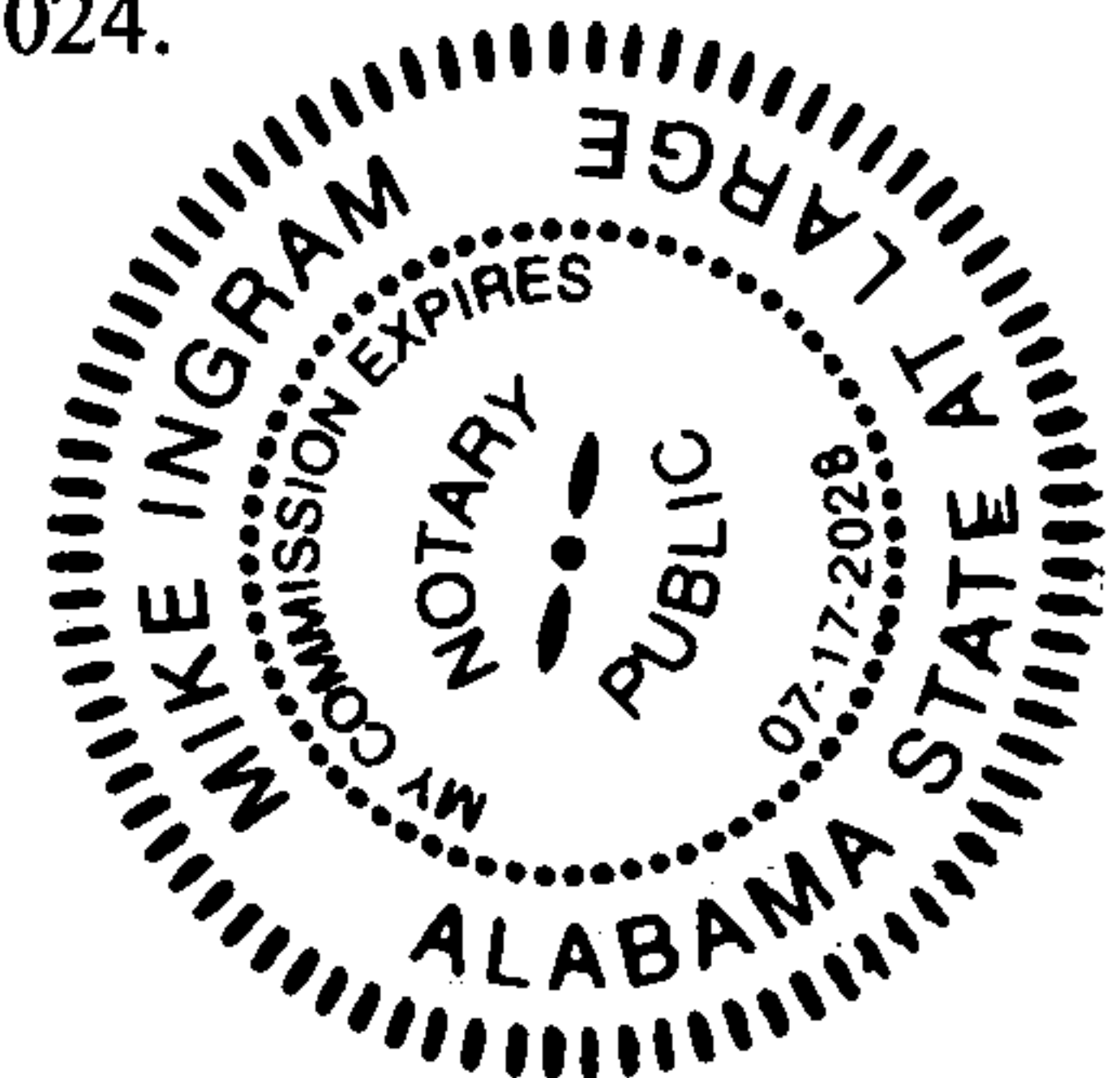
Ernette Dawson
2074 Royal Fern Lane
Hoover, AL 35244

STATE OF ALABAMA)
COUNTY OF TALLAPOOSA)

I, the undersigned Notary Public, in and for said county, in said state, hereby certify that **Robert Dawson**, 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/she executed the same voluntarily.

Given under my hand and official seal, this 27th day of September, 2024.

[Signature]
Notary Public
My commission expires: _____

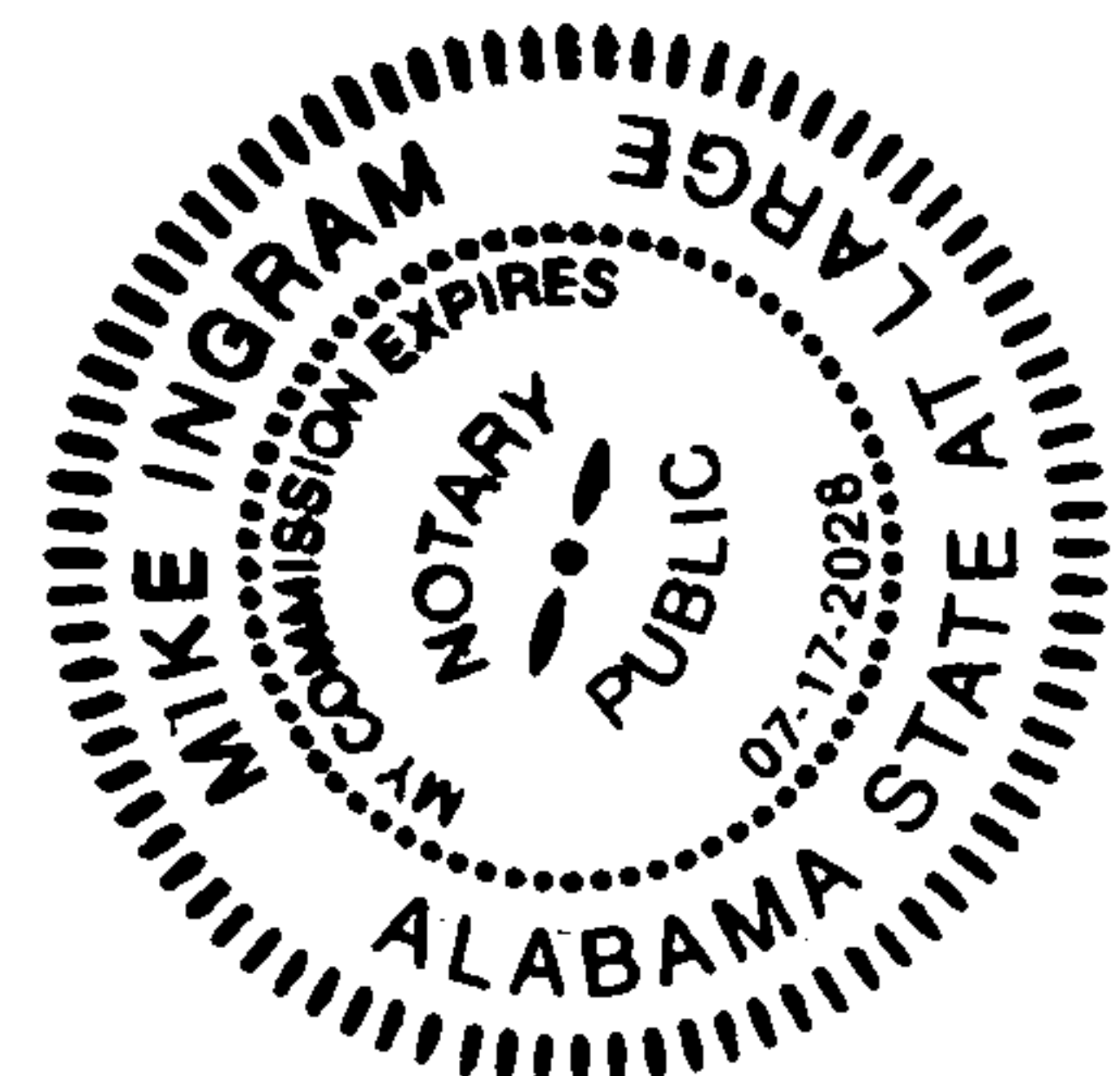


STATE OF ALABAMA)
COUNTY OF TALLAPOOSA)

I, the undersigned Notary Public, in and for said county, in said state, hereby certify that **Ernette Dawson**, 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/she executed the same voluntarily.

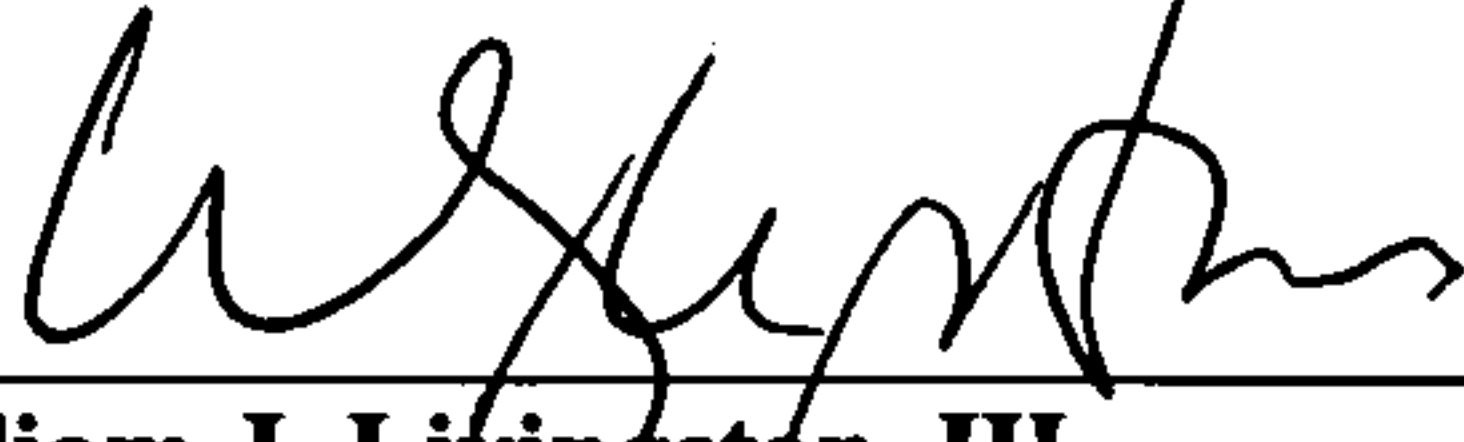
Given under my hand and official seal, this 27 day of September, 2024.


[Signature]
Notary Public
My commission expires: _____



The undersigned Owners, as the record owners of **Lot 7 in Chadwick Square**, as further described on Exhibit "A" hereto, do hereby consent to and approve of the foregoing Declaration of Protective Covenants, Conditions, Restrictions and Easements for Chadwick Square and agrees that said property shall hereafter be held, sold, used and conveyed subject to the terms of such Declaration and all of the easements, restrictions, covenants, and conditions, contained therein, which shall run with the title to such real property and shall be binding upon all parties having any right, title, or interest in such property, including the undersigned Owner(s) and their heirs, successors, successors-in-title, and assigns.

IN WITNESS WHEREOF, the undersigned Owners have set hand and seal this 19 day of September, 2024.



William J. Livingston, III
 2078 Royal Fern Lane
 Hoover, AL 35244


Lark E. Livingston
 2078 Royal Fern Lane
 Hoover, AL 35244

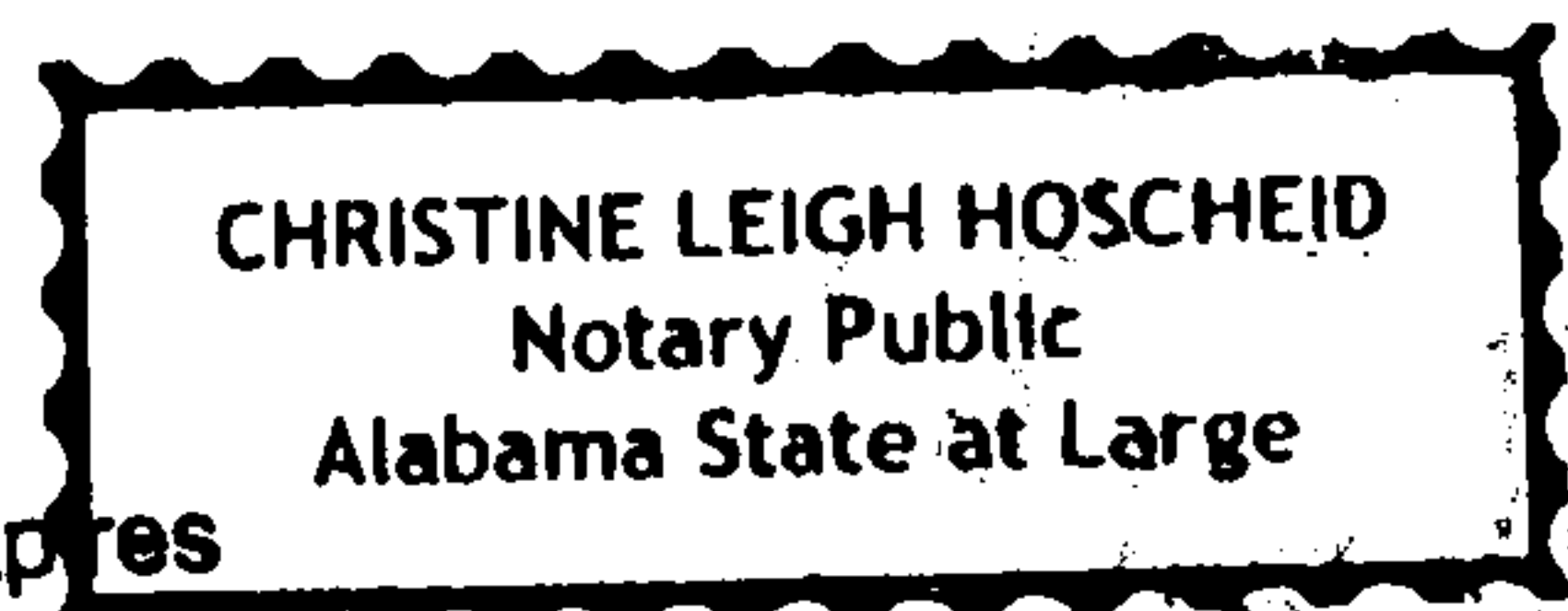
STATE OF ALABAMA)
 COUNTY OF Jefferson)

I, the undersigned Notary Public, in and for said county, in said state, hereby certify that **William J. Livingston, III**, 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/she executed the same voluntarily.

Given under my hand and official seal, this 19th day of September, 2024.


 Notary Public

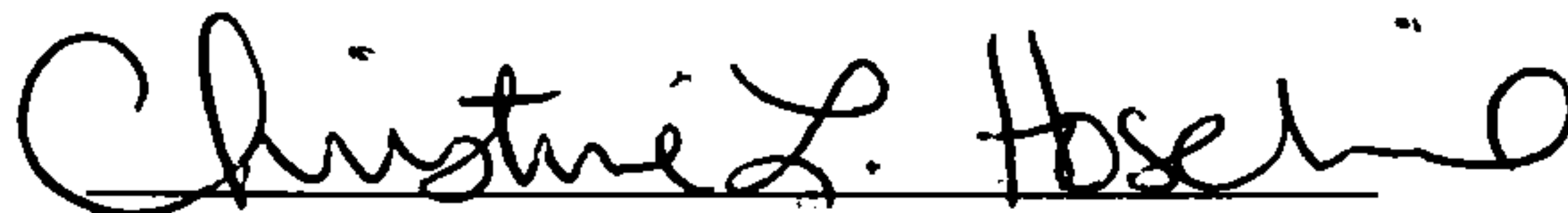
My commission expires: ~~My Commission Expires~~
 May 2, 2026



STATE OF ALABAMA)
 COUNTY OF Jefferson)

I, the undersigned Notary Public, in and for said county, in said state, hereby certify that **Lark E. Livingston**, 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/she executed the same voluntarily.

Given under my hand and official seal, this 19th day of September, 2024.


 Notary Public

My commission expires: ~~My Commission Expires~~
 May 2, 2026

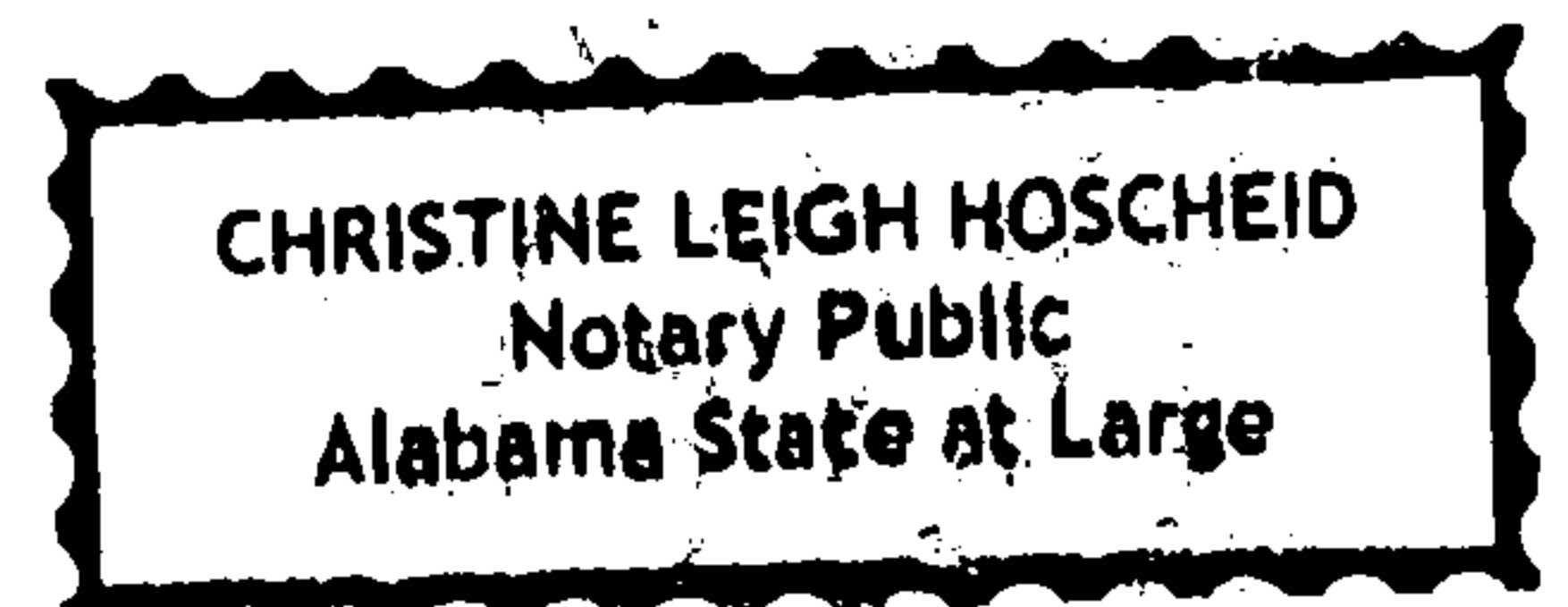


EXHIBIT "A"
Property Description

Lot 1-A, according to a Resurvey of Lots 1, 2, 3, 4, and 5 and part of the Common Area of Chadwick Square, as recorded in Map Book 14, page 22, in the Probate Office of Shelby County, Alabama;

Lot 2-B, according to a Resurvey of Lots 2-A and 3-A of Chadwick Square, according to a Resurvey of Lots 1, 2, 3, 4, and 5 and part of the Common Area of Chadwick Square, as recorded in Map Book 14, page 22, as recorded in Map Book 20, page 122, in the Probate Office of Shelby County, Alabama;

Lot 4-A, according to a Resurvey of Lots 1, 2, 3, 4, and 5 and part of the Common Area of Chadwick Square, as recorded in Map Book 14, page 22, in the Probate Office of Shelby County, Alabama;

Lot 6, according to the Survey of Chadwick Square, as recorded in Map Book 13, page 3, in the Probate Office of Shelby County, Alabama; and

Lot 7, according to the Survey of Chadwick Square, as recorded in Map Book 13, page 3, in the Probate Office of Shelby County, Alabama.

EXHIBIT “B”

BYLAWS

OF

CHADWICK SQUARE HOMEOWNERS ASSOCIATION, INC.

Prepared By:
Allison R. Lumbatis, Esq.
Coulter & Sierra, LLC
22 Inverness Center Parkway, Suite 600
Birmingham, AL 35242

BYLAWS
OF
CHADWICK SQUARE HOMEOWNERS ASSOCIATION, INC.
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BYLAWS
OF
CHADWICK SQUARE HOMEOWNERS ASSOCIATION, INC.

Article 1
Name, Membership, Applicability and Definitions

1.1 Name. The name of the corporation shall be Chadwick Square Homeowners Association, Inc. (hereinafter sometimes referred to as the “Association”).

1.2 Membership. The Association shall have one class of membership, as is more fully set forth in that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for Chadwick Square (such Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the “Declaration”), the terms of which pertaining to membership are specifically incorporated by reference herein.

1.3 Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

Article 2
Association: Meetings, Quorum, Voting, Proxies

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

2.2 Annual Meetings. There shall be an annual meeting of the members at such date, place and time as the Board of Directors shall determine to receive the reports of the outgoing Board of Directors, to install directors for the ensuing year and to transact such other business as may come before the meeting.

2.3 Special Meetings. The President or the Board of Directors may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association upon the delivery of a petition signed and dated by members entitled to cast at least 50% of the Total Association Vote and describing the purpose or purposes for which it is to be held. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose(s) thereof. No business shall be transacted at a special meeting, except those matters that are within the purpose or purposes described in the notice.

2.4 Record Date. The Board of Directors shall fix in advance a record date for a determination of members entitled to notice of and to vote at any meeting of members or any adjournment thereof, or to make a determination of members for any other purpose, such date to be not more than seventy (70) days before the date on which the particular action requiring such determination of members is to be taken.

2.5 Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the Lot of each member (as shown in the records of the Association as of the record date) a notice of each annual or special meeting of the Association stating the date, time and place where it is to be held and if and to the extent required by the Alabama Nonprofit Corporation Law (Code of Alabama Section 10A-3A-1.01, *et seq.*) or other applicable law (the “Governing Law”), the purpose(s) thereof. If an Owner wishes notice to be given at an address other than the Lot, the Owner shall designate by notice in writing to the Secretary such other address. Notices shall be mailed or delivered not less than ten (10) days (or if

notice is mailed by other than first-class or registered mail, thirty (30) days) nor more than sixty (60) days before the meeting. If any meeting of the members is adjourned to a different date, time or place, notice need not be given of the new date, time or place, if the new date, time or place is announced at the meeting before adjournment. If, however, a new record date is or must be fixed under the Governing Law notice of the adjourned meeting shall be given to persons who are members of record as of the new record date.

2.6 Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, signed by the member, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of lack of notice or defective notice, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.8 Membership List. After the record date for any meeting is established by the Board of Directors, the Secretary shall prepare an alphabetical list of the names and addresses of all of the members who are entitled to notice of the meeting. Beginning at least two business days after notice is given of the meeting for which the list was prepared, the list of members shall be available for inspection by any member or a member's agent or attorney at the Association's principal office or at such other reasonable place as may be specified in the notice. In addition, the list shall be available for inspection at the meeting or any adjournment thereof.

2.9 Voting. The voting rights of the members shall be as set forth in the Articles of Incorporation and the Declaration, and such voting rights are specifically incorporated herein. Unless a greater percentage is otherwise required in the Declaration, Bylaws, or Certificate of Formation, the votes of members entitled to cast at least seventy-five percent (75%) of the Total Association Vote shall constitute the decision of the membership.

2.10 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxy appointment forms shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon: (a) receipt of notice by the Secretary of the death or judicially declared incompetence of a member; (b) receipt by the Secretary of written revocation signed by the member; (c) receipt by the Secretary of a subsequent appointment form signed by the member; (d) attendance by the member and voting in person at any meeting; or (e) the expiration of 11 months from the date of the proxy appointment form.

2.11 Quorum. The presence, in person or by proxy, of members entitled to cast at least 75% of the votes entitled to be cast at the meeting shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

2.12 Action Without A Formal Meeting. Any action required or permitted to be approved by the members may be approved without a meeting if one or more consents, in writing, setting forth the action

so taken, shall be signed and dated by members holding the voting power required to pass such action at a meeting held on the record date for such action. The record date for such action shall be the date that the first member signs a consent. If less than unanimous consent is obtained, the approval shall be effective ten days after the Secretary gives written notice of the approval to all members who did not sign a consent. Each signed consent shall be included in the minutes of meetings of members filed in the permanent records of the Association.

2.13 Action By Written Ballot. Any action that may be taken at any annual, regular or special meeting of members may be taken without a meeting if approved by written ballot as provided herein. The Association shall deliver a written ballot to each member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter other than election of directors; and specify the time by which a ballot must be received by the Association in order to be counted. A timely written ballot received by the Association may not be revoked. Approval by written ballot of an action shall only be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The results of each action by written ballot shall be certified by the Secretary and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

Article 3

Board of Directors: Number, Powers, Meetings

3.1 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Directors shall be natural persons who are 19 years of age or older. Each director must be a member in good standing who is current in their account and must reside in the Lot and be a member or the spouse or partner of a member; provided, however, no Person may serve on the Board at the same time with such Person's spouse or any co-Owner or Occupant of such Person's Lot.

3.2 Directors Appointed by Declarant. [Intentionally Deleted]

3.3 Number of Directors. The Board of Directors shall consist of a minimum of three members, who shall be elected as provided below. Notwithstanding the foregoing, the number of directors shall not exceed the number of homes subject to the Declaration.

3.3 Nomination of Directors. Elected directors may be nominated from the floor, if a meeting is held for the election of directors and may also be nominated by a nominating committee, if established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

3.4 Election and Term of Office. The members of the Board of Directors shall be elected at each annual meeting of the members of the Association and shall serve for a term of one year and until their successors are elected.

Each member entitled to vote shall be entitled to cast one (1) vote for each Lot owned by such member for each directorship to be filled on the Board of Directors. Cumulative voting shall not be permitted. The candidates receiving the most votes shall be elected.

3.5 Removal of Directors. At any annual, regular or special meeting of the Association, any one or more of the members of the Board of Directors elected by the members may be removed, with or without cause, by a majority of the Total Association Vote and a successor may then and there be elected to fill the vacancy thus created. The notice of the meeting shall state that the purpose, or one of the purposes, of the meeting is removal of a director. A director whose removal by the members has been proposed shall be given an opportunity to be heard at the meeting. Additionally, any director who has three consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than 30 days may be removed by a majority vote of the remaining directors.

3.6 Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a director by vote of the Association, shall be filled by a vote of the majority of the remaining directors. Each Person so selected shall serve the unexpired portion of the term.

3.7 Organization Meetings. The first meeting of a newly elected Board of Directors shall be held within ten days after the election at such time and place as the directors may conveniently assemble.

3.8 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the Board, provided that at least four such meetings shall be held during each fiscal year with at least one per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

3.9 Special Meetings. Special meetings of the Board of Directors shall be held when requested by the President, Vice President or by any two directors. The notice shall specify the date, time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery (including commercial delivery service) to such director's home or office; (b) written notice by first class mail, postage prepaid; or (c) by telephone communication (including facsimile), either directly to the director or to the director's home or office. All such notices shall be given or sent to the director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited with the U.S. Postal Service at least four days before the time set for the meeting. Notices given by personal delivery or telephone shall be given at least two days before the day set for the meeting.

3.10 Waiver of Notice. The business transacted at any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes which is included in the minutes or filed with the official records of the Association. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.11 Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors.

3.12 Compensation. No director shall receive any compensation from the Association for acting as such.

3.13 Open Meetings. All meetings of the Board shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

3.14 Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

3.15 Action Without A Formal Meeting. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if one or more consents, in writing, setting forth the action so taken, shall be signed by a majority of the directors and delivered to the Association for inclusion in the minutes for filing in the corporate records.

3.16 Telephonic Participation. One or more directors may participate in and vote during any meeting of the Board by telephone conference call or any other means of communication by which all directors participating may simultaneously hear each other during the meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Board.

3.17 Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by law, the Declaration, Articles, or these Bylaws directed to be done and exercised by the members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each member to the common expenses;

(b) making assessments to defray the common expenses and establishing the means and methods of collecting such assessments;

(c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the members concerning the Association;

(i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(j) keeping books with detailed accounts of the receipts and expenditures of the Association and the actions thereof, and specifying the maintenance and repair expenses and any other expenses incurred; and

(k) authorization of contracts on behalf of the Association.

3.18 Management Agent. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The term of any management agreement shall not exceed one year and shall be subject to termination by either party, without cause and without penalty, upon ninety (90) days' written notice.

3.19 Borrowing. The Board of Directors shall have the power to borrow money without the approval of the members of the Association; provided, however, except as otherwise provided in the Declaration, the Board shall obtain membership approval in the same manner as for special assessments, in the event that the total amount of such borrowing exceeds or would exceed ten percent of the annual budget of the Association.

3.20 Fining or Suspension Procedure. The Board shall not impose a fine or suspension (a late charge shall not constitute a fine) unless and until the procedure outlined herein has been followed. However, this shall not be required for the following: (1) late charges on delinquent assessments; (2) suspension of voting rights if an Owner is shown on the Association's records to be more than 30 days delinquent in any payment due the Association; (3) suspension of the right to use the Common Property; and (4) suspension of utility services, in which case the late charge and foregoing suspensions shall be automatic.

(a) Written notice shall be delivered to the member by personal delivery at the Lot or first-class or certified mail sent to the address of the member shown on the Association's records, specifying:

(1) the nature of the violation, the fine or suspension to be imposed and the date, not less than ten (10) days or, in the event of an unapproved sign, twenty-four (24) hours, from the date of the notice, that the fine or suspension will take effect;

(2) that the violator may, within ten days from the date of the notice, request a hearing before the Board regarding the fine or suspension imposed;

(3) the name, address and telephone numbers of a person to contact to request a hearing;

(4) that any statements, evidence, and witnesses may be produced at the hearing; and

(5) that all rights to have the fine or suspension reconsidered are waived if a hearing is not requested within ten days of the date of the notice.

(b) If a hearing is requested, it shall be held before the Board in executive session, and the violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. Except for the display of unapproved signs, the fine or

suspension shall run from the date that a decision is made by the Board at the conclusion of the hearing or such later date as the Board may determine.

Article 4 Officers

4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. Any two or more offices may be held by the same Person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

4.2 Election, Term of Office, and Vacancies. The officers of the Association shall be appointed annually by the Board of Directors at the first meeting of the Board of Directors following the election of directors. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

4.3 Additional Officers and Agents. The Board of Directors may appoint such other officers, including vice presidents, assistant secretaries and assistant treasurers, and agents as it shall deem necessary. Such officers and agents shall hold their respective offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

4.4 Salaries. The officers shall receive no compensation.

4.5 Removal. Any officer may be removed, with or without cause, by the Board of Directors.

4.6 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and directors. The immediate supervision of the affairs of the Association shall be vested in the President. It shall be the President's duty to attend to the business of the Association and maintain strict supervision over all of its affairs and interests. The President shall keep the Board of Directors fully advised about the affairs and conditions of the Association, and shall manage and operate the business of the Association pursuant to and in accordance with such policies as may be prescribed from time to time by the Board of Directors.

4.7 Vice President. The Vice President(s), if any, shall act in the President's absence or disability and shall have all powers, duties, and responsibilities provided for the President when so acting, and shall perform such other duties as shall from time to time be imposed upon any Vice President by the Board or delegated to a Vice President by the President.

4.8 Secretary. The Secretary shall keep the minutes of all meetings of the members and of the Board of Directors; notify the members and directors of meetings as provided by these Bylaws and Alabama law; have custody of the seal of the Association; affix such seal to any instrument requiring the same; attest the signature or certify the incumbency or signature of any officer of the Association; and perform such other duties as the President, or the Board of Directors may prescribe. The Secretary shall perform the duties of the Treasurer of the Association in the absence or disability of the Treasurer.

4.9 Treasurer. The Treasurer shall keep, or cause to be kept, the financial books and records of the Association, and shall faithfully account for the Association's funds, financial assets, and other assets entrusted to the Treasurer's care and custody. The Treasurer shall make such reports as may be necessary to keep the President and the Board of Directors informed at all times as to the financial condition of the Association, and shall perform such other duties as the President, or the Board of Directors may prescribe. The Treasurer shall maintain the money and other assets of the Association in the name and to the credit

of the Association in such depositories as may be designated by the Board of Directors. The Treasurer may provide for the investment of the money and other assets of the Association consistent with the needs of the Association to disburse such money and assets in the course of the Association's business. The Treasurer shall perform the duties of the Secretary of the Association in the absence or disability of the Secretary.

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

Article 5 Committees

Advisory committees to perform such tasks and to serve for such periods as may be designated by the Board or as provided in the Declaration are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the Declaration or resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors. An advisory committee shall not be authorized to exercise any authority of the Board under the Articles of Incorporation, the Declaration, these Bylaws or the Alabama Nonprofit Corporation Law.

Article 6 Miscellaneous

6.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by resolution of the Board.

6.2 Parliamentary Rules. *Roberts Rules of Order* (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Alabama law, the Articles of Incorporation, the Declaration or these Bylaws.

6.3 Conflicts. If there are conflicts or inconsistencies between the provisions of Alabama law, the Articles of Incorporation, the Declaration and these Bylaws, the provisions of Alabama law, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

6.4 Notices. Unless otherwise prohibited by these Bylaws or the Declaration, all notices and other communications required by the Declaration or Bylaws shall be in writing and shall be given by:

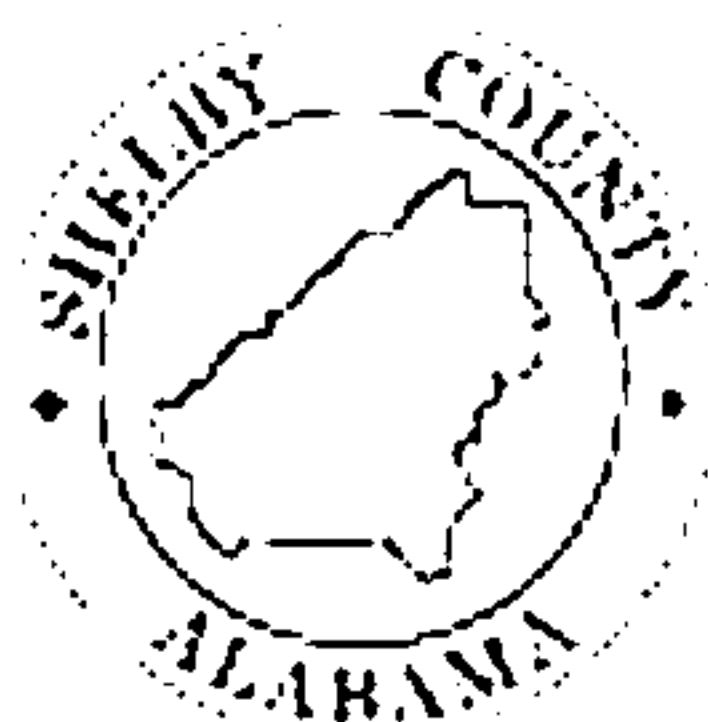
- (a) Personal delivery;
- (b) United States mail, first class, postage prepaid;
- (c) Statutory overnight delivery;
- (d) Electronic mail;
- (e) Facsimile; or
- (f) A secure web site, provided that notice shall be deemed given via web site only upon proof that the addressee has retrieved the message.

Notices given by one of the methods described above shall be given:

- (a) If to the Lot Owner, to the address, electronic mail address or facsimile number that the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Lot of such Owner; or

(b) If to an Occupant, to the address, electronic mail address or facsimile number that the Occupant has designated in writing with the Secretary or, if no such address has been designated, at the address of the Lot occupied.

6.5 Amendment. These Bylaws may be amended by the Board of Directors if such amendment is necessary to: (a) bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) enable any title insurance company to issue title insurance coverage with respect to the Lots subject to the Declaration; (c) enable an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make or purchase Mortgage loans on the Lots subject to the Declaration; (d) enable any governmental agency or private insurance company to insure or guarantee Mortgage loans on the Lots subject to the Declaration; or (e) comply with the provisions of the Alabama Homeowners Association Act, Code of Alabama § 35-20-1 *et seq.* In addition, these Bylaws may be amended upon the affirmative vote or written consent or a combination thereof of at least seventy-five percent (75%) of the Total Association Vote.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 10/18/2024 01:16:49 PM
 \$145.00 BRITTANI
 20241018000327870

Allen S. Bayl