

— PLEASE LEAVE IN OFFICE

ARTICLES OF INCORPORATION OF
HAMILTON HILLS HOMEOWNERS'
ASSOCIATION, INC.

152

TO THE JUDGE OF PROBATE OF LEE COUNTY, ALABAMA:

The undersigned, Hugh Dean Fuller, Sr., who is over the age of twenty-one (21) years, desiring to organize a not-for-profit corporation under the provisions of the Alabama Nonprofit Corporation Act, Code of Alabama, 1975, Section 10-3-1, et. seq., hereby signs, verifies and files these Articles of Incorporation and certifies as follows:

ARTICLE I

NAME

The name of the corporation shall be:

HAMILTON HILLS HOMEOWNERS' ASSOCIATION, INC.

The corporation is hereby referred to as "the Association."

ARTICLE II

Purpose and Powers

The purpose for which the Association is formed is to provide an entity for the ownership and management of certain common property serving the mutual benefit of all the present and prospective owners of residential property lying within the bounds of the Subdivision known as Hamilton Hills Subdivision as it now exists or may be increased in the future, which Subdivision plats will be recorded in the Probate Office of Lee County, Alabama.

Section 2

Powers

As a means of accomplishing the foregoing purposes, the Association shall have the following powers:

(a) The Association shall have the powers now conferred or which may hereafter be conferred on a not-for-profit corporation under the laws of the State of Alabama which are not in conflict with the terms of these Articles.

(b) The Association shall have all of the powers of any other land owner necessary and requisite for the proper management, repair, maintenance and improvement of the property so owned by the Association and in keeping with its intended use, including but not limited to the following:

(i) To designate those expenses which shall constitute the common expenses of the shareholders in this corporation, other than those which may be set out in the Declaration of Protective Covenants of Hamilton Hills Subdivision and the Bylaws of this Association.

(ii) To estimate the amount of the annual budget and to make and collect assessments against shareholders, to defray the costs, expenses and losses of this Association.

(iii) To use the proceeds of assessments in the exercise of its powers and duties.

(iv) To maintain, repair, replace and operate the property owned by this Association.

(v) To purchase insurance as necessary upon the property of this Association and insurance for the protection of the Association and its shareholders.

(vi) To reconstruct improvements after casualty and to further improve the property.

(vii) To enforce by legal means the provisions of the Declaration of Protective Covenants of Hamilton Hills Subdivision, these Articles, and the Bylaws of the Association.

(viii) To contract for any and all work necessary and requisite to be done in, on or around the property of the Association.

(ix) To retain legal counsel.

(x) To employ personnel to perform the services required for the proper operation, maintenance and repair of the property of the Association.

(xi) To make such distributions of any profit, surplus, or reserve funds of the Association to the members of the Association at such times and in such manner and to do such other acts as may be required to comply with the provisions of Section 501 (c) (4) of the Federal Internal Revenue Code, and applicable revenue rulings, and other federal and state statutes providing for an exemption from federal and state income taxes for non profit organizations.

(c) All funds and the title of all properties acquired or held by the Association and the proceeds thereof shall be held in trust for the members of the Association in accordance with the provisions of these Articles and the Bylaws.

(d) The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Bylaws.

ARTICLE III

Members

Section 1 Qualification

The members of the Association shall consist of all of the record owners of lots in the Hamilton Hills Subdivision.

Section 2 Change of Membership

Change of membership in the Association shall be established by the recording in public records of Lee County, Alabama, of a deed or other instrument establishing a record title to a lot in the Hamilton Hills Subdivision, and the delivery to the Association of a certified copy of such

instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

Section 3
Voting Rights

There shall be one vote for each subdivision lot in the Hamilton Hills subdivision and that one vote shall be cast by the owner thereof or by his proxy designated in the manner provided for in the Bylaws. If there is more than one owner, then the owner shall select a representative to cast their vote in the manner provided for in the Bylaws. Voting shall be on a per lot owned basis and each lot owner is entitled to one vote for each lot owned by him except as provided in Article IV, Section 1 herein.

Section 4
Approval or Disapproval of Lot Owner

Whenever the approval or disapproval of a Lot Owner is required upon any matter, whether or not the subject of an Association meeting, such approval or disapproval shall be expressed by the same person who would cast the vote of such owner at an Association meeting.

Section 5
Restraint Upon Assignment of Shares in Assets

The share of a Lot Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to such member's lot.

ARTICLE IV

Directors

Section 1
Number

The affairs of the Association shall be conducted by a board of not less than three (3) nor more than five (5) directors, who shall be elected at the annual meeting of members of the Association, or at any special meeting to fill a vacancy in the Board of Directors. At all elections of the Directors of the Association, each member entitled to vote (in the manner provided for in the Bylaws) shall be entitled to as many votes as shall equal the number of votes which (except for this provision) he would then be entitled to cast for the

election of Directors with respect to his shares multiplied by the number of directors upon whose election he is then entitled to vote, and he may cast all of such votes for a single candidate or may distribute them among some or all* of the candidates, as he may see fit.

Section 2 Committees

The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more committees of which shall consist of two (2) or more directors, which committees, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the Association. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present.

ARTICLE V

Period of Duration

The period of duration of the Association shall be perpetual, provided, however, that the Association shall be terminated by the conveyance of all property owned by the Association to its members or other entity so as to divest the Association of all property ownership.

ARTICLE VI

Officers

The officers of the corporation shall consist of a president, one or more vice-presidents, a secretary, a treasurer and such other officers and assistant officers as may be deemed necessary, each of whom shall be elected or appointed at such time and in such manner and for such terms not exceeding three (3) years as may be prescribed in the Bylaws. Any two (2) or more offices may be held by the same person, except the officers of president and secretary. The names and addresses of the officers who are to serve until the first election of officers are: Hugh Dean Fuller, Sr., 505 Columbus Parkway, Opelika, Alabama 36801, President and Hugh Dean Fuller, Jr., 505 Columbus Parkway, Opelika, Alabama 36801, Secretary-Treasurer.

ARTICLE VII

Indemnification

be indemnified by the Association against all expenses and liabilities, or any settlement thereof, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall in addition to and not exclusive of all other rights to which such director or officer may be entitled under the Bylaws or otherwise.

ARTICLE VIII

Registered Agent

The address of the corporation's initial registered office and the name of its initial registered agent at such office shall be:

<u>Name</u>	<u>Address</u>
Hugh Dean Fuller, Sr.	505 Columbus Parkway Opelika, AL 36801

ARTICLE IX

Initial Directors

The number of directors constituting the initial Board of Directors shall be three (3). The names and addresses of the persons who shall serve as the directors of the Association for the first year and until their successors are elected and duly qualified are as follows:

<u>Name</u>	<u>Address</u>
Hugh Dean Fuller, Sr.	505 Columbus Parkway Opelika, AL 36801
Hugh Dean Fuller, Jr.	505 Columbus Parkway Opelika, AL 36801

Howard J. Porter, Jr.

631 Old Stage Road,
Auburn, AL 36830

ARTICLE X

Incorporation

The name and address of the incorporator of the Association is as follows:

<u>Name</u>	<u>Address</u>
Hugh Dean Fuller, Sr.	505 Columbus Parkway Opelika,, AL 36801

ARTICLE XI

Bylaws

The Bylaws of the Association shall be in the form attached hereto and made a part hereof as Exhibit "A".

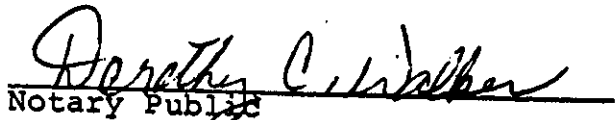
INCORPORATOR:


 Hugh Dean Fuller, Sr.

STATE OF ALABAMA)
LEE COUNTY)

Before me, the undersigned Notary Public in and for said County in said State, personally appeared Hugh Dean Fuller, Sr, whose name is signed to the foregoing Articles of Incorporation of Hamilton Hills Homeowners' Association, Inc., and being duly sworn, deposed and said that the matters and things stated in said Articles of Incorporation are true and correct to the best of his knowledge, information and belief.

Given under my hand and official seal of office this 11th day of Sept., 1987.


 Notary Public

- PLEASE LEAVE IN OFFICE

BYLAWS

OF

HAMILTON HILLS HOMEOWNERS' ASSOCIATION, INC.

These Bylaws of Hamilton Hills Homeowners' Association, Inc. are promulgated for the purposes of governing and administrating Hamilton Hills Homeowners' Association, Inc., a not-for-profit corporation, organized under the provisions of the Alabama Corporation Act, Section 10-3-1 et seq., as amended, as an association of the owners in the Hamilton Hills Subdivision.

The provisions of these Bylaws are applicable to the Property owned by the Hamilton Hills Homeowners' Association, Inc. and to the use, maintenance, repair and improvement thereof. The term "Property" as used herein shall include all the land now owned by the Association or acquired by the Association in the future.

All present and future owners, mortgagees, lessees and occupants of the land in the Hamilton Hills Subdivision in Lee County, Alabama and their respective employees, and any other persons who may use the property of the Association in any manner are subject to these Bylaws, and all covenants, agreements, restrictions and easements of record ("title conditions"). The acceptance of a deed or the occupancy of a home within Hamilton Hills Subdivision shall constitute an agreement that these Bylaws and the title conditions, as they may be hereafter amended, are accepted and ratified, and will be complied with.

* The address of the office of the Association shall be 631 Old Stage Road, Auburn, Alabama 36830, or such other place as designated in writing.

*wait - P.O. Box 2373, 36831 **
The fiscal year of the Association shall be the *to* *Jan 1st* *560 HHD* *to* *Oct - 31* *?*
*calendar year.

ARTICLE I

MEMBERSHIP AND MEMBERSHIP MEETINGS

Section 1. Qualifications. The members of Hamilton Hills Homeowners' Association, Inc., a not-for-profit corporation organized under the provisions of the Alabama Not-for-Profit Corporation Act, (which corporation is

hereinafter referred to as the "Association") shall consist of all of the record owners of subdivision lots in the Hamilton Hills Subdivision, (hereinafter referred to as "the Subdivision") located in Lee County, Alabama, and further identified by that certain subdivision plat recorded in Map Volume _____, Page _____ in the Office of the Judge of Probate of Lee County, Alabama.

Section 2. Change of Membership. Change of membership in the Association shall be established by the recording in the public records of Lee County, of a deed or other instrument establishing a record title to a lot in the Hamilton Hills Subdivision, and the delivery to this Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall at the same time be thereby terminated.

Section 3. Voting Rights. The vote for a lot shall be cast by the owner thereof or by the owner of a possessory interest therein or, in the case of a corporate owner, by an officer or employee thereof. Each lot owned shall entitle the owner thereof to one vote.

Section 4. Designation of Voting Representative. In the event a lot is owned by one (1) person, his right to vote shall be established by the record title to his lot. If a lot is owned by more than one (1) person, the person entitled to cast the vote for the lot shall be designated by a certificate of appointment signed by all of the record owners of the lot and filed with the secretary of the Association. If a lot is owned by a corporation, partnership, trust, or other legal entity, the officer or agent thereof entitled to cast the vote for the lot shall be designated by a certificate of appointment signed by the duly authorized representative of the Board of Directors or other governing body of such entity and filed with the secretary of the Association. If such a certificate is not filed with the secretary of the Association for a lot owned by more than one (1) person, or by a corporation, partnership, trust or other legal entity, the membership or vote of the lot concerned shall not be considered in determining the requirement for a quorum nor for any purpose requiring the approval of the person entitled to cast the vote for the lot. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the lot concerned is effected. A certificate designating the person entitled to cast the vote on behalf of a lot owner may be revoked by any owner thereof.

Section 5. Suspension of Membership and Voting Rights. During any period in which a member shall be in default in payment of any annual or special assessment levied by the Association, the voting rights of such member may be suspended by the Board of Director until such assessment has been paid.

Section 6. Annual Meetings. Subject to this Article I, Section 15 (i) within 120 days after seventy-five percent (75%) of the lots in Hamilton Hills Subdivison have been conveyed, or (ii) on such earlier date as may be established by the Board of Directors. The annual meeting shall be held for the purpose of electing directors and of transacting any other business authorized to be transacted by the members.

Section 7. Special Meetings. Subject to this Article I, Section 15, special meetings of the members may be called by the Board of Directors, the president or by members of the Association holding twenty-five percent (25%) of the votes entitled to be cast at meetings of the member of the Association, for the purpose of considering and acting upon any matters of interest to the Association and its membership, and taking any other action not inconsistent with these Bylaws and the Articles of Incorporation, including the adoption of resolutions declaring the desirability of any action recommended by the membership.

Section 8. Notice of Meetings. Notice of all members' meetings stating the date, time, place and object for which the meeting is called shall be mailed to each member not less than ten (10) nor more than thirty (30) days prior to the date of such meeting. Such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, postage prepaid. Notice of meetings may be waived either before or after meetings.*

Section 9. Voting in Person or by Proxy. A member may vote in person or by proxy executed in writing by the member or his duly authorized attorney-in-fact. No proxy shall be valid except for the particular meeting designated therein, and no proxy shall be honored unless filed with the secretary of the Association before the appointed time of the meeting.

Section 10. Quorum. At a meeting of members, a quorum shall consist of persons entitled to cast a majority of the votes of the entire membership. As used in these Bylaws, the term "majority" means fifty-one percent (51%) of the votes

as established by the Articles of Incorporation and these Bylaws.

Section 11. Consents. Any action which may be taken by a vote of the members may also be taken by written consent to such action signed by all of the members.

Section 12. Vote Required to Transact Business. When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written proxy shall decide any questions brought before the meeting, unless the question is one upon which, by express provision of the Articles of Incorporation or these Bylaws, a different number is required, in which case the express provision shall govern and control the decision in question.

Section 13. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

Section 14. The Order of Business. The order of business at annual members' meetings and, as far as practical, at all other members' meetings shall be:

- (a) Call to order,
- (b) Calling of the roll and certifying of proxies,
- (c) Proof of notice of meeting or waiver of notice,
- (d) Reading and disposal of any unapproved minutes,
- (e) Reports of officers,
- (f) Reports of committees,
- (g) Election of directors,
- (h) Unfinished business,
- (i) New business, and
- (j) Adjournment.

Section 15. Provisions. During that period of time beginning with the recording of the subdivision plat of Hamilton Hills Subdivision in the Probate Office of Lee County, Alabama, and ending one hundred twenty (120) days following the closing of the sale and delivery of the deed to a total of sixteen (16) residential subdivision lots of the first twenty-one (21) residential subdivision lots of Hamilton Hills Subdivision, there shall be no meeting of the members of the Association unless a meeting is called by the Board of Directors. This period of time shall be called and known as "the development period."

ARTICLE II

BOARD OF DIRECTORS

Section 1. Members. The affairs of the Association shall be conducted by a board of not less than three (3) nor more than five (5) directors who shall each be elected by the affirmative vote of a majority of the members at the annual meeting of members of the Association, provided, however, that the initial Board of Directors of the Association as designated in the Articles of Incorporation of the Association shall serve during the development period as defined in Article I, Section 15 above.

Section 2. Removal or Vacancies. Except during the Development Period, as defined above, any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 3. Annual Meeting. The annual meeting of the Board of Directors shall be held on the first Monday in December of each year immediately preceding the annual meeting of the members of the corporation, at the same location the meeting of the corporation was held. Notice of the place and hour of each such meeting shall be given to each director at least five (5) days prior to each such meeting. Such notice may be given either in writing or orally.

Section 4. Special Meetings. Special meetings of the Board of Directors for any purpose may be called by the president or upon the written request of any two (2) directors, upon at least five (5) days notice to each director and shall be held at such place or places as may be determined by the

directors, or as shall be stated in the call of meeting. Such notice may be given either in writing or orally.

Section 5. Waiver of Notice. Any director may waive notice of a meeting either before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

Section 6. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business.

Section 7. Powers and Duties. The Board of Directors shall have the following powers and duties:

- (a) To elect the officers of the Association as hereinafter provided.
- (b) To administer the affairs of the Association and the Property owned by same.
- (c) To estimate the amount of the annual budget and to make and collect assessments against the members to defray the costs, expenses, and losses of the Association.
- (d) To levy special assessments against member of the Association and to collect the same in accordance with the provisions of the Articles of Incorporation and these Bylaws.
- (e) To use the proceeds of assessments in the exercise of its powers and duties.
- (f) To maintain, repair, replace, and operate the property of the Association.
- (g) To purchase insurance upon the property of the Association and insurance for the protection of the Association and its members.
- (h) To reconstruct improvements after casualty and to further improve the property.
- (i) To enforce by legal means the provisions of the Articles of Incorporation and these Bylaws for the use of the property owned by the Association.

(k) To contact for the management of the property of the Association and to delegate to such managing agent all powers and duties of the Association except as are specifically required by the Articles of Incorporation and these Bylaws to have approval of the Board of Directors or the membership of the Association.

(l) To employ personnel to perform the services required for proper operation, maintenance, repair and improvement of the property of the Association.

(m) Unless otherwise provided herein or in the Articles of Incorporation, to comply with the instructions of a majority of the members, as expressed in the resolution duly adopted at any annual or special meeting of the members.

(n) To exercise all other powers and duties of the Board of Directors of an association and corporation organized under the Alabama Not-for-Profit Act and all powers and duties of the Board of Directors referred to in the Articles of Incorporation these Bylaws.

(o) To retain legal counsel.

Section 8. Compensation. No director shall be compensated for his services as such. This provision shall not prohibit a director from receiving compensation as an employee of the Association, nor preclude the contracting with a director for the management of the Association for which such director or directors may receive compensation.

Section 9. Committees. Committees may be designated by the Board of Directors as set forth in Article IV, Section 2, of the Articles of Incorporation.

Section 10. Liability of the Board of Directors. The members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is understood and permissible for the original directors to contract with any Director and affiliated corporation without fear of being charged with self-dealing. It is intended that the liability of any lot owner arising out of any contract made by the Board of Directors or out of the indemnity provided herein in favor of the members of the Board of Directors shall be limited to

proportion of the total liability thereunder as his interest in the ownership of the property of the Association bears to the interest of all other lot owners in the property of the Association.

ARTICLE III

OFFICERS

*Section 1. Election. At each annual meeting of the Board of Directors, the directors shall elect the following officers of the Association:

(a) A president, who shall be a director and who shall preside over the meetings of the Board of Directors and of the members, and who shall be the chief executive officer of the Association.

(b) A vice-president, who shall in the absence or disability of the president, perform the duties and exercise the powers of the president.

(c) A secretary, who shall keep the minutes of all meetings of the Board of Directors and of the members, and the minutes book wherein resolutions enacted at such meetings shall be recorded, and who shall, in general, perform all the duties incident to the office of secretary.

(d) A treasurer, who shall keep the financial records and books of the Association.

(e) Such additional officers as the Board of Directors shall see fit to elect.

Section 2. Powers. The respective officers shall have the general powers usually vested in such officer of the non-profit corporation; provided that the Board of Directors may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board of Directors may see fit.

Section 3. Term. Each officer shall hold office for the term of one (1) year and until his successor shall have been elected and qualified.

Section 4. Compensation. The officers shall receive no compensation for their services, unless otherwise expressly provided in a resolution duly adopted by the members. This

provision shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the property of the Association.

ARTICLE IV

RESPONSIBILITY FOR MAINTENANCE AND REPAIR

The responsibility for maintenance and repair of the property of the Association shall be that of the Association and its members.

ARTICLE V

ASSESSMENTS

Section 1. Accounting Records. The Board of Directors shall provide for the maintenance of accounting records for the Association, such records to be maintained in accordance with generally accepted accounting principles.

Section 2. Budget. The Board of Directors shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses, and cash requirements for the year, including salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power and other expenses necessary for the operation, maintenance, repair and improvement of the property of the Association. The annual budget shall provide for an adequate reserve fund for maintenance, repairs, and replacement of any item of property owned by the Association. The annual budget shall provide for amounts required to make up for any deficit in any prior year, a general reserve for contingencies for the year, and a reserve for replacements in reasonable amounts as determined by the Board of Directors. To the extent that the assessments and other cash income collected from the lot owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

Section 3. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board of Directors, and copies thereof shall be furnished by the Board to each unit owner not later than ninety (90) days after the beginning of such year. On or before the first day of the

first month and of each succeeding month of the year covered by the annual budget each lot owner shall pay, as his respective monthly assessment for the common expenses one-twelfth (1/12) of his share of the common expenses for such year as shown by the annual budget. The assessment of the common expenses shall be as set forth in the Declaration or Protective Covenants of Hamilton Hills Subdivision. The Board of Directors may cause to be sent to each lot owner on or before the first day of each month a statement of the monthly assessment of such lot owner for such month, but the failure to send or receive such monthly statement shall not relieve any lot owner of his obligation to pay his monthly assessments on or before the first day of each month. If the Board of Directors shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each lot owner shall continue to pay each month the amount of his monthly assessment as last determined. Each unit owner shall pay his monthly assessment on or before the first day of each month to the manager or managing agent or as may be otherwise directed by the Board. No lot owner shall be relieved of his obligation to pay his assessment by abandoning or not using his lot in said subdivision. *(Prohibited: Collection of assessment due annually beginning each new fiscal year) * to prorate*

Section 4. Proration of Assessments. For the first fiscal year, the annual budget shall be as approved by the first Board of Directors. If such first year, or any succeeding year, shall be less than a full year, then the monthly assessment for each lot owner for the common expenses shall be proportional to the number of months and days in such period covered by such budget. Commencing with the date of closing of his lot by each lot owner he shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his ownership interest in the common elements and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be as computed by the Board of Directors.

Section 5. Annual Statements. Within ninety (90) days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Board of Directors shall cause to be furnished to each lot owner a statement for such year so to be furnished to each lot owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 6. Accounts. The Board of Directors shall cause to be kept a separate account for each lot owner showing

the respective assessments charged to and paid by such lot owner, and the status of his account from time to time. Upon ten (10) days notice to the Board of Directors, and upon the payment of a reasonable charge, any lot owner or the holder of a mortgage or other lien on any lot shall be furnished a certificate in writing signed by an officer of the Association setting forth the amount of any unpaid assessment or other charges due and owing from such lot owner as of a specified time. A lot owner shall make no more than one request per month.

Section 7. Supplemental Budget and Assessments. If during the course of any year, it shall appear to the Board of Directors that annual assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each lot owner, and thereupon a supplemental assessment shall be made to each lot owner for his proportionate share of such supplemental budget.

Section 8. Payment of Assessments. Each lot owner shall pay the monthly portion of his annual assessment on or before the first day of each month to the manager or managing agent or as may be otherwise directed by the Board. No lot owner shall be relieved of his obligation to pay his assessments by abandoning or not using his lot or the Common Elements. The Board of Directors may cause to be sent to each lot owner on or before the first day of each month a statement of the monthly assessment of such lot owner for such month, but the failure to send or receive such monthly statement shall not relieve any lot owner of his obligation to pay his monthly assessments on or before the first day of each month. If the Board of Directors shall not approve an estimated annual budget or shall fail to determine new annual assessments for any year, or shall be delayed in doing so, each lot owner shall continue to pay his monthly assessment as last determined. *(subject: Dec Article 1, Section 3)*

Section 9. Remedies Upon Non-Payment of Assessments. It shall be the duty of every lot owner to pay his proportionate share of the common expenses as assessed in the manner provided herein and in the Declaration of Protective Covenants for Hamilton Hills Subdivision. If any lot owner shall fail or refuse to make any such payments when due, the Association and the Board of Directors shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Declaration of Protective Covenants or

these Bylaws , or otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 10. Books and Records. The books, records and papers of the Association shall be at all times, during reasonable business hours, subject to inspection by any member of his agent or attorney, or by the mortgagee of any lot, for any proper purpose. The accounting records of the Association shall be maintained in accordance with generally accepted accounting principles and shall include a record of all receipts and expenditures, and an account for each lot, setting forth any shares of common expenses or other charges due, the due dates thereof, the present balance due, and any interest in the common surplus. The Declaration of Protective Covenants, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member or mortgagee of any lot at the office of the Association, where copies may be purchased at a reasonable cost.

Section 11. Liens. The Board of Directors may cause the Association to discharge any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property of the Association.

Section 12. Bonds. Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Board of Directors, but shall not be less than three times the amount of the total annual assessments against members for property of the Association. The premiums for such bonds shall be paid by the Association.

ARTICLE VI

MORTGAGES

Section 1. Notice to Board of Directors. A lot owner who mortgages his lot shall notify the secretary of the Association who shall maintain a record of such information.

Section 2. Notice of Unpaid Common Charges. The Board of Directors, whenever so requested in writing by a mortgagee of a lot owner, shall promptly report any then unpaid charges due from, or any other default by, the owner of a mortgaged lot.

Section 3. Examination of Books. The holder of a mortgage on any lot shall have the same right to examine the books and records of the Association afforded a lot owner pursuant to Section 10 of Article V of these Bylaws.

BYL. HHA

MISCELLANEOUS

Section 1. Seal. The seal of the Association shall be circular in form and shall contain the name of the Association and the year of its creation. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 2. Fiscal Year. The fiscal year of the Association shall be that period of twelve (12) months ending on the last day of ~~December~~ ^{October} of each year.*

Section 3. Bank Accounts. The Board of Directors may, from time to time, by resolution authorize the maintenance of one or more deposit accounts by the Association. All checks, drafts, or other orders for the payment of money issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall be determined from time to time by resolution of the Board of Directors.

Section 4. Notice. Whenever any notice or demand is required to be given by these Bylaws or the Declaration of Protective Covenants, any notice or demand so required shall be deemed sufficient if given by depositing the same in the United States Mail, postage prepaid, addressed to the person entitled thereto at his last known post office address according to the records of the Association, and such notice shall be deemed given on the day of such mailing.

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

Section 6. Conflict. In the event of any conflict between the provisions of these Bylaws and the Declaration of Protective Covenant, the terms and provisions of these Bylaws shall govern.

ARTICLE IX ~~VIII~~* AMENDMENTS

These Bylaws may be amended, altered or modified in the

following manner:

(a) By the original Board of Directors during the development period as defined herein.

(b) By the Members at any regular or special meeting upon the affirmative vote of the holders of not less than two-thirds (2/3) of the outstanding votes.

Any amendment to these Bylaws which would materially affect any rights of then existing first mortgage holders shall require the written consent of all such holders of first mortgage liens upon the lots affected by such amendment.

The foregoing were adopted as the Bylaws of Hamilton Hills Homeowners' Association, Inc., an Alabama not-for-profit corporation at the initial meeting of the Board of Directors on the 10 day of Sept. 1987, 1987.

[Handwritten Signature]
Secretary

STATE OF ALABAMA)
LEE COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Hal Dean Fuller, Jr. whose name as Secretary of the Hamilton Hills Homeowners' Association, Inc., a corporation, is signed to the foregoing Bylaws and who is known to me, acknowledged before me on this day that, being informed of the contents of the Bylaws, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 10th day of Sept. 1987, 1987.

[Handwritten Signature]
Notary Public

70775

BOOK 1220 PAGE 152
FILED IN PUBLIC OFFICE
1987 OCT 13 AM 9:33
HAL SMITH, JUDGE
MORTGAGE TAX
DEED TAX

THIS INSTRUMENT WAS PREPARED BY:

Gene W. Gray, Jr.
2100 16th Avenue South
Birmingham, AL 35205

**- PLEASE LEAVE
IN OFFICE**

BOOK 1335 PAGE 209

DECLARATION OF PROTECTIVE COVENANTS
FOR
HAMILTON HILLS SUBDIVISION

STATE OF ALABAMA)
COUNTY OF LEE)

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Hugh Dean Fuller, Sr., an individual, is the owner of certain lots and tracts of land known as HAMILTON HILLS SUBDIVISION (herein referred to as "Subdivision"), located in Lee County, Alabama, as shown by the map and plat of Hamilton Hills Subdivision as recorded in Plat Book 13, Page 9, in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Hugh Dean Fuller, Sr. desires to subject said property and each lot to be located in said subdivision to and impose upon said lots mutual and beneficial restrictions, covenants, terms, conditions and limitations (herein for convenience sometimes referred to collectively as "Restrictions") for the benefit of all the lots in said Subdivision, the future owners of said lots, and any other party as may be specified herein.

NOW, THEREFORE, Hugh Dean Fuller, Sr. does hereby proclaim, publish and declare that all of the said lots in said Subdivision (herein "Lot or Lots") are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following restrictions, which shall run with the land and shall be binding upon Hugh Dean Fuller, Sr. and upon all parties having or acquiring any right, title, or interest in and to the real property or any part or parts thereof subject to such restrictions. The restrictions contained herein shall apply only to the lots in the Hamilton Hills Subdivision and shall not apply to any other land owned by Hugh Dean Fuller, Sr., even though such land may be contiguous with the land described above as Hamilton Hills Subdivision.

ARTICLE I

MUTUALITY OF BENEFIT AND OBLIGATION

SECTION 1.1 The restrictions and agreements set forth

herein are made for the mutual and reciprocal benefit of each and every lot in the Subdivision and are intended to create mutual and equitable servitudes upon each of said lots in favor of each and all other lots therein, to create reciprocal rights between the respective owners of said lots; and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE AND REQUIREMENTS OF CONSTRUCTION

SECTION 2.1 Concept. It is intended that the Subdivision development will be a residential community of high esteem and quality homes in a delightful environment.

2.2 Architectural Control Committee. The Architectural Control Committee (herein referred to as the "Committee") shall be composed of not less than three (3) members and at all times, regardless of the number on the Committee, at least two-thirds (2/3) of the membership of the Committee shall be composed of owners of lots in the Subdivision. Provided, however, that Hugh Dean Fuller, Sr., his successors or assigns reserves the right to appoint the initial and successor members of the committee, none of whom need be a owner of a lot in the Subdivision, until December 31, 2012, or until Hugh Dean Fuller, Sr., his successors or assigns elect to terminate his control of the Committee, whichever shall first occur. After terminating control of the Committee by Hugh Dean Fuller, Sr., as aforesaid, then the record owners of a majority of the lots in this Subdivision shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the committee or restore it to any of its power and duties. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. A majority of the Committee may designate one of more representative to act for it.

The primary authority of the Committee shall be to examine and approve or disapprove all initial and subsequent plans, including site plans, for construction of improvements on lots within this Subdivision, in accordance with the provision of these Covenants. The Committee shall have such other responsibilities, duties and authority as provided for herein, but the Committee shall not have any

responsibility, duty, power or authority not provided for herein.

2.3 Plan Approval. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, exterior paint and finishes, the roofs, landscaping, and later changes or additions, after initial approval thereof, and any remodeling, reconstruction, alterations or additions thereto on any lot shall be subject to and shall require the approval in writing of the Committee before any work is commenced. THE SCOPE OF REVIEW BY THE COMMITTEE SHALL BE LIMITED TO APPEARANCE ONLY AND SHALL NOT INCLUDE ANY RESPONSIBILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER SIMILAR OR DISSIMILAR FACTORS. Commencement of construction prior to the receipt of a Letter of Approval of the Committee, a copy of which must be signed by the Builder, or Owner, and returned to the Committee for retention, is strictly prohibited.

2.4 Review Documents. One set of prints of the drawings and specifications (herein referred to as "plans") for each house of other structure proposed to be constructed on each lot shall be submitted for review and approval or disapproval by the Committee. The scope of review by the Committee shall be limited to appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes or standards, or any other similar or dissimilar factors. The plan submitted to the Committee shall be retained by the Committee. Said plans should be delivered to the general office of H. J. Porter and Associates, Inc. at least ten (10) business days prior to the date construction is scheduled to commence. Each such plan must include the following:

2.4.1 All plans for structures shall not be less than 1/8" = 1' scale.

2.4.2 All plans must take into consideration the particular topographic and vegetative characteristics of the lot or lots involved.

2.4.3 All plans must state the elevations of all sides of the proposed structure as such sides will be after finished grading has been accomplished.

2.4.4 The foundation and floor plan(s) shall show the existing grade on each elevation in order that the extent of cut and/or fill areas may be easily and clearly determined.

2.4.5 The site plan shall show all outlines, setbacks, all hardwood trees over 6" in diameter as measured 2' above ground and the species thereof, drives, fences, and underground trench locations at a scale of 1" = 20'. NO TREE MAY BE CUT OR REMOVED UNTIL THE PLAN AND THE SITING ARE APPROVED.

2.4.6 All plans must include a summary, specifications list of proposed materials and samples of exterior materials, including paint or other finish samples, which cannot be adequately described and of materials with which the Committee is unfamiliar.

After the plan for the structure is approved, the house or other structure must be staked out and such siting approved by the Committee before tree cutting or grading is done. No tree may be cut or removed until both the plan and the siting are approved by the Committee.

2.5 Design Criteria, Structure.

2.5.1 It is the intent of Hamilton Hills Subdivision to generally present a traditional architectural environment; however, the elevation and exterior appearance of no two houses shall be permitted to be the same. The following types of exterior materials, among others, are acceptable, subject to final approval of the actual appearance of such materials by the Architectural Control Committee:

- (a) Brick
- (b) Stone
- (c) Synthetic Stucco
- (d) Painted Wood Siding
- (e) Aluminum/Vinyl Siding
- (f) Natural-colored Asphalt Shingles or Slate Roofing. White roofing of any material is NOT acceptable.
- (g) Paint, in soft tones (which shall not include, among other colors, any high gloss finishes, or pure red), subject

to Section 2.5.2²¹

- (h) The Committee shall also consider the occasional use of vertical or horizontal wood siding, stained or bleached, but such materials shall be approved only in those instances where, in the sole opinion of the Committee, the materials blend in with other houses constructed or planned in the general proximity.

In intent, this criteria frowns upon the practice of placing materials on the sides and back of a residence that are essentially different from the front elevation.

2.5.2 Openings of garages should not be visible from the street. In cases where it is unavoidable and openings of garages are visible or partially visible from a street, electric automatic door closers shall be used. No open garage is to face a neighboring yard without screening approved by Committee. In the event an enclosed garage is not built, then a carport with an enclosed storage area of not less than 80 square feet shall be constructed, such carport and storage area to be designed so as not to be offensive to neighboring lots. The area of the storage area herein shall not be included for the purposes of Section 3.2.

2.5.3 No window air conditioners shall be permitted unless specifically approved as to location by the Committee.

2.5.4 All outside radio and T.V. antennas shall be installed in such a way as not be offensive from the main road and shall be placed on the back side of the chimney where possible; otherwise, they shall be placed on the back side of the roof. No satellite dish of any form shall be allowed.

2.5.5 No plumbing or heating vent shall be placed on the front side of the roof. All vents protruding from roofs shall be painted the same color as the roof covering.

2.5.6 Swimming pools shall be permitted. Location of swimming pools and fencing for same shall be subject to approval of the Committee.

2.5.8⁷ Where possible, brick or stone curved walkways are encouraged. Curved driveways are preferred and

the driveway surface must be paved or the surface approved. Concrete is preferred and suggested for driveways.

2.5.8 ALL MAILBOXES SHALL BE CONSTRUCTED AND LOCATED ACCORDING TO PLANS AND SPECIFICATIONS APPROVED BY HUGH DEAN FULLER, SR. Such design must be submitted to the Committee for approval concurrently with the house plans.

2.5.9 Since the establishment of inflexible building setback lines for location of houses on lots tends to force construction of houses both directly behind and directly beside other homes with detrimental effects on privacy, view, and preservation of specimen trees, no specific setback lines are established by these restrictions. In order to assure that location of houses will be staggered where practical and appropriate, so that the maximum amount of view and breeze will be available to each house and that the structures will be located with regard to the topography of each individual lot, the Committee reserves unto itself, its successors and assigns, the right to control absolutely and to solely decide the precise site and location of any houses or other structures upon all lots in the subdivision. Such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site. Notwithstanding any provision of this Section 2.5.10, no house or building shall be placed nor shall any material or refuse be stored on any lot within thirty-five (35) feet from the back of the edge of the pavement adjacent to the lot, or within twenty (20) feet of any rear lot line. Hugh Dean Fuller, Sr. reserves the right to establish specific set back lines applicable to any unsold lots in the Subdivision.

2.5.10 During construction, all vehicles, including those delivering supplies, must enter the building site only on driveways approved by the Committee and such vehicles must be parked on the building lot where the construction is under way so as to not unnecessarily damage trees.

2.5.11 All building debris, stumps, trees, etc. must be removed from each lot by builder as often as necessary to keep the house and lot attractive. Such debris shall not be dumped in any area of the Subdivision.

2.5.12 During construction, builder must keep homes and garages clean and yards cut.

2.5.13 There shall be no silver finish metal doors (including glass sliding doors) or silver finish metal windows

of any kind; however, a factory painted or dark anodized finish metal may be used. The color of such finish must be approved by the Committee.

2.5.¹⁴~~15~~ Chain link, wire, or metal fences of any type may not be used for any purpose. All fences, including fences for backyards, swimming pools, dog pens, gardens or for any other purpose must be approved by the Committee prior to construction. No fence of any kind shall be permitted in the front yard of any lot.

2.5.¹⁵~~16~~ THERE SHALL BE NO SIGNS NAILED TO TREES AT ANY TIME. All builders' and contractors' signs are to be removed from the lot after the house has been completed.

2.5.¹⁶~~17~~ All proposed exterior redecorating, including painting, must be approved by the Committee or its successors or assigns.

2.5.¹⁷~~18~~ Drainage of surface water, storm water, and or foundation drains may not be connected to sanitary sewers, if any.

2.5.¹⁸~~19~~ No outside clothes lines shall be permitted.

2.5.¹⁹~~20~~ Existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent lot or lots.

2.5.²⁰~~21~~ Hugh Dean Fuller, Sr. reserves the right to make exceptions to architectural guidelines in the event solar heating is to be used, such exceptions to be made on a case by case basis, considering the design's compatibility with the neighborhood.

2.5.²¹~~22~~ Without the prior written consent of the Committee, no house shall have exterior block walls covered with stucco paint or masonry paint.

The Architectural Control Committee reserves the right to change, alter, add to and make exceptions from the above regulations from time to time at its discretion.

2.6 Neither the Committee nor any architect nor agent thereof nor Hugh Dean Fuller, Sr. shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing

provisions, nor for any structural or other defects in any work done according to such plans and specifications. It is specifically agreed that the scope of review by the Committee shall be limited to appearance only and shall not include any responsibility or authority to review for structural soundness compliance with building or zoning codes or standards, or any other similar or dissimilar factors.

ARTICLE III

EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

SECTION 3.1 All lots in the Subdivision shall be known and described as residential lots and shall be used for single family residential purposes exclusively and no lot shall be subdivided so as to increase the number of lots in the Subdivision. No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family residence dwelling not to exceed two (2) stories or twenty-one (21) feet from plate height, or, on uphill lots three (3) stories or twenty-eight (28) feet from plate height, and a private garage for not more than three (3) cars. This shall not prohibit the construction of one residence upon two (2) or more lots.

3.2 Every dwelling building erected on a lot in this subdivision, exclusive of one story open porches, garages, carports and other un-air conditioned, unfinished spaces, shall each have a ceiling height of not less than eight (8) feet in all enclosed, heated, habitable areas and in homes of one story not less than 2,500 square feet of floor space; one and one-half stories not less than 2,800 square feet of floor space with the first or main floor area of such dwelling building to contain at least 1,800 square feet of enclosed, heated and habitable area; two story, two and one-half story and three story not less than 3,000 square feet of floor space with the first or main floor area of such dwelling building to contain at least 1,500 square feet of enclosed heated and habitable area.

3.3 No more than a single family unit shall occupy any dwelling house. Detached auxiliary buildings are not permitted without prior written approval of the Committee. All dwellings must be built within the building lines shown on the recorded plat for Hamilton Hills Subdivision.

3.4 No building, structures or roads of any kind will be allowed outside the designated buildable area, and no changes in the natural environment of the area outside the designated buildable area will be allowed.

ARTICLE IV

GENERAL PROHIBITIONS AND REQUIREMENTS

SECTION 4.1 It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of building or grounds on such lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

4.2 All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent them becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. In order to implement effective control of this item, Hugh Dean Fuller, Sr. reserves unto himself, his agents and the Committee the right, after ten (10) days notice to any lot owner, to enter upon any residential lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which, in the opinion of Hugh Dean Fuller, Sr. or the Committee, detracts from the overall beauty and safety of the Subdivision. Such entrance upon such property for such purposes shall be only between the hours of 7:00 a.m and 6:00 p.m. on any day except Sunday and shall not be a trespass. Hugh Dean Fuller, Sr. or the Committee may charge the owner a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. The provisions of this paragraph shall not be construed as an obligation on the part of Hugh Dean Fuller, Sr. or the Committee to mow, clear, cut, or prune any lot nor to provide garbage or trash removal services.

4.3 No animals, livestock or poultry of any kind or description except the usual household pets shall be kept on any lot; provided, however, that no household pet may be kept on any lot for breeding or commercial purposes; provided further, that any household pets must be kept on a leash when permitted to be outside. There shall be a limit of no more than four such household pets, i.e. dogs or cats.

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

4.5 No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot.

4.6 No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Committee as not to be visible from any road, waterway or neighboring lot. All garbage shall be picked up in the rear of the house a lot. It is prohibited for any garbage containers to be placed or left for pick-up in the street or otherwise in a place that is visible from any road, or waterway. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. The owner of each lot shall contract with the proper authorized agent in either the city of Auburn or Lee County for the collection of trash, refuse and garbage.

4.7 All signs, billboards or advertising structures of any kind are prohibited except builder and subcontractor signs during construction periods as authorized in Section 2.5.16 above, and except one professional sign of not more than 6 square feet to advertise the property for sales period. No sign is permitted to be nailed or attached to any tree.

4.8 No structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling are completed and a certificate, or other satisfactory evidence of completion, is received by and approved by the Committee.

4.9 Any dwelling or other structure on any lot in the Subdivision which may be destroyed in whole or in part for any reason must be rebuilt within one (1) year. All debris must be removed and the lot restored to a sightly condition with reasonable promptness, provided that in no event shall such debris remain on any lot longer than sixty (60) days.

4.10 No fence, wall, hedge or shrub planting which obstructs site lines at elevations between 2 and 6 feet above

any roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. Except as herein provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at a sufficient height to prevent obstruction of such sight-lines. Any such tree of a rare or unusual species may be permitted to remain in place upon application to and written permission from the Committee and approval by the appropriate city, county or state official or department.

4.11 No boat, boat trailer, house trailer, camper or similar equipment or vehicle shall be parked or stored on any road, street, driveway, yard or lot located in the Subdivision for any period of time in excess of 24 hours except in garages. Also, no unkept or otherwise unattractive vehicle or piece of equipment may be parked or stored on any road, street, driveway, yard or lot except in garages.

4.12 NO HARDWOOD TREE HAVING A DIAMETER OF SIX (6) INCHES OR MORE (MEASURED FROM A POINT TWO FEET ABOVE GROUND LEVEL), NOR ANY FLOWERING TREES OR SHRUBS, SHALL BE REMOVED FROM ANY LOT AFTER COMPLETION OF CONSTRUCTION WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF THE COMMITTEE. If it shall deem it appropriate, the Committee may mark certain trees, regardless of size, as not removable without written authorization. The Committee is hereby authorized to come onto any lot during reasonable hours for the purpose of inspecting or marking trees, and such entry by the Committee or its agent(s) shall not be deemed as trespass or other wrongful act.

4.13 There shall be no discharging of any type firearm or other weapon in the Subdivision or any surrounding area.

ARTICLE V

EASEMENTS

SECTION 5.1 Hugh Dean Fuller, Sr. reserves for himself, his successors and assigns the right to use, dedicate and or convey to the State of Alabama, to Lee County, and/or to the appropriate utility company or other companies, rights-of-way or easements on, over or under the ground to erect, maintain

and use utilities, electric and telephone poles, wires, cables, cable television, conduits, storm sewers, sanitary sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, or other public conveniences or utilities on, in and over strips of land ten (10) feet in width along the rear property line of each lot and ten (10) feet in width along each side line of each lot; with a further easement reserve to cut or fill a three to one slope along the boundaries of all public or private streets built in the Subdivision.

5.2 Drainage flow shall not be obstructed or diverted from drainage swales, storm sewers and/or utility easements as designated herein, or as may hereafter appear on any plat of record in which reference is made to these covenants. Hugh Dean Fuller, Sr. may cut drainways for surface water wherever and whenever such action may appear to Hugh Dean Fuller, Sr. to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health and appearance. Except as provided herein, existing drainage shall not be altered in such a manner as to divert the flow of water onto an adjacent lot or lots. The provision hereof shall not be construed to impose any obligation upon Hugh Dean Fuller, Sr. to cut such drainway.

5.3 Hugh Dean Fuller, Sr., his successors and assigns reserve the right to impose further restrictions and to grant or dedicate additional easements and roadway rights-of-way on any unsold lots in the Subdivision.

5.4 Hugh Dean Fuller, Sr., his successors and assigns, reserve for themselves an exclusive easement for the installation or maintenance of radio and television cables within the rights-of-way and easement areas referred to.

5.5 No permanent structure may be constructed or placed in any flowage easement area. Each lot owner also agrees, by acceptance by a deed to a lot to assume, as against Hugh Dean Fuller, Sr., his successors or assigns, all the risks and hazards of ownership or occupancy attended to such lot limited to its proximity to any waterway or lake.

5.6 The grantee of any lot subject to the coverage of these Restrictions shall be deemed to have received by and through the grantee's receipt of stock ownership in Hamilton

Hills Homeowners' Association, Inc. an easement for ingress and egress over and upon the roadways as depicted on the recorded plat(s) of Hamilton Hills Subdivision and any additional phases thereof made subject to these Restrictions as amended. The benefit of this easement for ingress and egress shall cover both vehicular and pedestrian use by the grantee, his heirs and assigns, family members, guests, invitees, and employees of proper fire departments, police departments and the U. S. Postal Service.

ARTICLE VI

HOMEOWNERS ASSOCIATION

SECTION 6.1 Hamilton Hills Homeowners Association, Inc., a not for profit corporation, has been formed under the laws of the State of Alabama, and each person, partnership, corporation or other entity that purchases a lot in this Subdivision is deemed to be an is a member of such homeowners association and by acceptance of such deed obligates himself to all requirements, commitments, restrictions and obligations as set forth in the Articles of Incorporation and Bylaws of such Homeowners Association. Each and every lot owner and future lot owner, by accepting a deed to a lot or lots in this Subdivision agrees to pay to the Homeowners Association all charges and fees levied by such Homeowners Association in accordance with the terms of the Articles of Incorporation and the Bylaws. It is agreed that the regular and special assessments, together with interest and cost of collection, shall be charged on the land and constitute a continuing lien upon the lot against which the assessment is made, except that such lien shall be subordinate to prior recorded bona fide mortgages. Each assessment, together with such interest thereon and cost of collection thereof, shall be the person obligation of the person owning such property at the time the assessment fell due.

ARTICLE VII

USE AND MAINTENANCE OF THE LAKE

SECTION 7.1 The lake located in the Subdivision is not to be considered a common element nor a recreation site. The lake is to be shared in use, occupancy, enjoyment and responsibility for maintenance by the owners and occupants of Lots 12 through 17 inclusive of the Subdivision and Hugh Dean Fuller, Sr., his successors, heirs and assigns as the owner of the property contiguous to the lake on the North and East side of the lake. Each Lot Owner and Hugh Dean Fuller, Sr. does grant to the other a cross easement for use and enjoyment of the lake.

7.2 The lake is specifically restricted in use to sail boats and boats with electric trolling motors, canoes, paddle boats, and row boats.

7.3 Each such Lot Owner, his successors, heirs and assigns shall be responsible for the maintenance and care of the lake and all expense of same. The expense shall be shared with Hugh Dean Fuller, Sr. Hugh Dean Fuller Sr., his heirs, successors and assigns shall bear one-half (1/2) of all expenses and each such Lot Owner, his heirs, successors and assigns shall bear one twelfth (1/12) each of the expense. Should Hugh Dean Fuller, Sr. be the owner of any of Lots 12 through 17, he then shall be responsible for the share of expense as is set out above as to such Lot Owner. Each purchaser of any of Lots 12 through 17, by acceptance of a deed to same, binds himself, his heirs, successors and assigns to be obligated to pay the proportionate share of the expense as outlined above and if failing to pay such expense, will be subject to collection action for same and pay all reasonable costs of collection including a reasonable attorney's fee.

7.4 Any work to be done in on or around the lake which is of a nature to benefit all owners of Lots 12 through 17 inclusive and Hugh Dean Fuller, Sr., his heirs, successors and assigns, shall be agreed upon by an affirmative vote of those responsible for seventy percent (70%) of the expense of maintenance. Such work shall be performed under written contract and such contract shall be executed on behalf of the land owners by a person or persons designated in writing by the land owners to so do.

ARTICLE VIII

ENFORCEMENT

SECTION 8.1 In the event of a violation or a breach of any of these restrictions, or any amendment thereto by any property owner, or family of such owner, or agent of such owner; the owner(s) of lot(s), Hugh Dean Fuller, Sr., his successors and assigns, the Committee, Hamilton Hills Homeowners Association, Inc., or any other party to whose benefit these inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages or other dues, or take all such courses of action at the same time, or such legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to invoke an available remedy set forth herein shall be held to be a waiver of that party or and

estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation. Neither the Committee nor any architect nor agent thereof nor Hugh Dean Fuller, Sr. shall be responsible in any way for any delay or failure by any or all of such entities, their successors and assigns, to enforce or seek to enforce any violation or breach of any of these restrictions, or amendments thereto.

8.2 Each and every lot owner and future lot owners, in accepting a deed or contract for any lot or lots in the Hamilton Hills Subdivision agrees to adhere to these Protective Covenants governing the Hamilton Hills Subdivision. If said lot owner(s) does not adhere to said covenants and legal action is taken against the party in violation of said covenants, then the lot owner(s) in violation agrees to pay all attorney's fees and other associated costs incurred by other parties in pursuing legal action to remedy violation of these covenants.

ARTICLE IX

GRANTEE'S ACCEPTANCE AND INDEMNIFICATION AGREEMENT

SECTION 9.1 The grantee of any lot subject to the coverage of these Restrictions, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purpose thereof, whether from Hugh Dean Fuller, Sr. or a subsequent owner of such lot, shall accept such deed or other contract upon and subject to each and all of these restrictions and the agreements herein contained.

9.2 Each and every lot owner and future lot owner, in accepting a deed or contract for any lot or lots in the Hamilton Hills Subdivision, whether from Hugh Dean Fuller, Sr. or a subsequent owner of such lot, agrees to indemnify and reimburse Hugh Dean Fuller, Sr. or Hamilton Hills Homeowners' Association, Inc. for any damage caused by such lot owner or the contractor, agent or employees of such lot owner, to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer line or sanitary sewer lines owned by Hugh Dean Fuller, Sr. or for which Hugh Dean Fuller, Sr. has responsibility, at the time of such damage.

9.3 Each and every lot owner and future lot owner, in accepting a deed or contract for any lot or lots in

the Hamilton Hills Subdivision, whether from Hugh Dean Fuller, Sr. or a subsequent owner of such lot, agrees and covenants to release, indemnify, protect and hold harmless Hugh Dean Fuller, Sr. his successors and assigns and his agents, directors, and employees (from and against any and all claims, and demands by such owner, any member of his or her family, their employees, agents, guests, invitees, licensees, contractors and employees or for damages to property and injury or death including, but not limited to, Hugh Dean Fuller, Sr.'s contributory negligence) which may arise out of or be caused directly or indirectly by such owner(s) lot or lots and/or the use of or construction on said lot or lots by said owner, any member of his or her family, their guests, agents, invitees, licensee, contractors, or employees or subcontractors of such contractors or by any other person whomsoever. The indemnification by such owner is set forth above shall cover any and all expenses of Hugh Dean Fuller, Sr. his successors and assigns, including attorney's fees resulting from any claims or demands.

9.4 Each and every lot owner and future lot owner, in accepting a deed or contract for any lot or lots in Hamilton Hills Subdivision, whether from Hugh Dean Fuller, Sr. or a subsequent owner of such lot, agrees, in connections with the construction of any improvements on such lot or lots, to exercise due care, and to assure that any contractors of such owner, or employees or subcontractors of such contractors will exercise due care and will comply with any and all governmental rules, regulations, codes and ordinances relating to safety, so as to protect the safety and health of the public, and the safety and health of such owner, his or her family and and such contractor and its employees and subcontractors.

ARTICLE X

TERM AND MODIFICATION

SECTION 10.1 These covenants and restrictions shall run with the land and can be changed, modified, amended, altered or terminated only by a duly recorded written instrument, executed by Hugh Dean Fuller, Sr., his successors and assigns, until twenty (20) years from the date hereof, and thereafter by the then record owners (including mortgagees and other lien holders of record, if any) of fifty-one percent (51%) of the number of lots of this Subdivision.

ARTICLE XI

SEVERABILITY

SECTION 11.1 Every one of the Restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions and of and from every combination of the restrictions. Invalidation by and court of any restriction in this instrument shall in no way affect any of the other restrictions which shall remain in full force and effect.

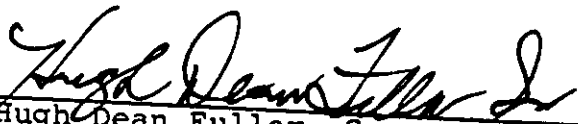
11.2 Hugh Dean Fuller, Sr. may include in any contract or deed hereinafter made or entered into, such modifications and/or additions to these protective covenants and restrictions, which will by their nature raise the standards of the Subdivision.

ARTICLE XII

CAPTIONS

SECTION 12.1 The captions preceding the various paragraphs and subparagraphs of these Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

IN WITNESS WHEREOF, Hugh Dean Fuller, Sr., an individual, has caused these Restrictions to be properly executed and recorded in the Office of the Judge of Probate of Lee County, Alabama.


Hugh Dean Fuller, Sr.

Date Executed: 10/9/87

STATE OF ALABAMA)
LEE COUNTY)

I, Debra F. Maddox, a Notary Public in and for said County, in said State, hereby certify that Hugh Dean Fuller, Sr., whose name is signed to the foregoing Declaration

of Protective Covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Declaration of protective Covenants, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 9th day of October, 1987.

DEBRA P. MADDOX, Notary Public
Lee County, State of Alabama
My Commission Expires 02-06-88

Debra B. Maddox
Notary Public

70774

BOOK 1335 PAGE 209
FILED IN THE CLERK'S OFFICE

1987 OCT 13 AM 9:17
HALL COUNTY JUDGE
MORTGAGE TAX
LEED T.M.