

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

PLANTATION SPRINGS, PHASE IV

Recording Fee 29.00
TOTAL 29.00

Plantation Springs, Inc. is the owner of the property embraced in the subdivision shown on the map and plat prepared by White, Lynn, Collins, & Associates, Inc. and known and designated as PLANTATION SPRINGS, PHASE IV, located in Lauderdale County, Alabama, and shown on Plat Book 7, Page 210. The undersigned owner hereby imposes on all of the lots provided in said plat the following covenants and building restrictions:

- I. HOMEOWNERS ASSOCIATION: Every Owner of a Lot will be a member of Plantation Springs Homeowners Association (hereafter the "Association"). The fees, dues and assessments and other obligations of members of the Association are set forth fully in the Articles of Incorporation and Bylaws of said Association.
- II. LAND USE AND BUILDING TYPE: No lot or plat thereof shall be occupied, used or maintained except as a one family residential dwelling primarily devoted to and used as a residence except for the model home to be used as a temporary sales office. No Lot may be altered except to make more suitable for building and/or sale.
- III. EXTERIOR MAINTENANCE:
 - A. The Association shall provide maintenance to Common Areas, as follows:
 1. All signs.
 2. All fences and/or walls in common areas.
 3. Irrigation system in common areas.
 4. All electrical and lighting systems in common areas.
 5. All landscaping in common areas to include mowing, edging, trimming, and fertilization and includes replacement of plants, flowers, trees and sod.
 6. This maintenance includes upkeep of all right-of-ways and easements adjacent to common areas.
 - B. The Association shall not provide maintenance for Individual Lots.
 - C. In the event that damages to any common area is caused by or arises out of any willful or negligent act of an Owner, members of his/her family, or his/her guests or invitees, the cost of such repair or replacement shall be added to and become a part of the assessment to which such Lot is subject.
 - D. In the event a Lot Owner fails to maintain, restore and repair the roof, gutters, down spouts, exterior building surfaces, and other exterior improvements in a manner satisfactory to the Board of Directors, the Association, after

approval by a three-fourths vote of the Board of Directors, shall have the right, but not the obligation, through its contractors, agents and employees, to enter upon said parcel and to repair, maintain and restore such roof, gutters, down spouts, exterior building surfaces, and other exterior improvements. The cost of such exterior maintenance shall be added to and become part of the assessment to which the lot is subject. In the alternative, the Association may file a suit for specific performance of these items and may collect all costs, including reasonable attorney fees.

- IV. CONSTRUCTION DWELLING QUALITY, AND SIZE: Each residence must have a minimum living area of 1,750 square feet. Porches, attached garages, breeze way and basements shall not be included in computing the above minimum living area. Any dwelling must be fully completed within 18 (eighteen) months of the commencement of construction and no unfinished dwelling may be occupied. The visible surface of the foundation of any structure must be covered with the same material as the residence. The exterior of any structure must be a least 80% brick, stone, stucco or dryvit. Outbuildings or a detached garage, permissible the storage of not more than three (3) cars, are to be constructed from the same material as the main structure.

If a Lot Owner is an owner of a what is defined as a "combo lot" which is a lot lying partly in the City of Florence and in the City of St. Florian, and they build in St. Florian, Phase IV restrictions will apply; if they build in the City of Florence, Phase I or II, restrictions will apply.

- V. BUILDING LOCATION:
- A. For all structures: The front set back line is 30 feet from set back line; the rear set back line is 10 feet from the rear back line; and the side set back line is 8 feet from the side set back line.
 - B. For all lots: The location of the residence on the lots shall be as herein provided and in no event shall any dwelling be erected or any lot used in violation of the R-1 requirements as set forth in the Municipal Code of the City of Florence, Alabama and the Municipal Code of the City of St. Florian, Alabama.
 - C. For all lots: Where the phrase "lot line" is used herein the same shall be construed to mean the property ownership line if someone owns and builds upon lots which have been changed to increase the lot size or to make more suitable for building.
 - D. In the event an owner purchases a "combo lot", which is defined as a lot located in the City of Florence and the City of St. Florian, the owner will be required to follow building codes and regulations as required by either the

City of Florence or the City of St. Florian. This determination will be made based on where the greater percentage of the heated living area is located on the "combo lot" based on the owner's building plan. The lot owner will be required to follow the restrictive covenants of Phase I, II or IV, based on where the greater percentage of the heated living area is located on the "combo lot".

- VI. EASEMENTS: Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the lots shown on the recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings.
- VII. NUISANCE: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may become annoyance or nuisance. commercial trucks over one (1) ton in size, motor homes, campers, boat trailers, recreational vehicle trailers, commercial trailers or livestock hauling trailers are not to be parked on streets or driveways overnight, except where construction on houses is in process and construction vehicles are parked on lots or streets out of necessity. There shall be no construction or repair of motor vehicles, water crafts, tractors, or other mechanical devices, except that which can be done and is done on a non-commercial nature. Parking and storage of non-operation automobiles, trucks, boats or other vehicles is prohibited, except within a garage located upon the property. Vehicles without all tires in operating condition and not currently licensed will be considered a non-operating vehicle. Travel trailers and other recreations vehicles may not be parked in the subdivision except in enclosed garages. Any satellite dishes on any lot must be located at the rear of the residence in an inconspicuous location and cannot be more than 18 inches in diameter nor more than 60" in height including the pole. Colored exterior lightning will not be permitted. Outdoor light fixtures must be compatible with the design and style of the residence.
- VIII. OUTBUILDINGS: No outbuilding shall be permitted on any lot except with the written approval of the Architectural Control Committee and must be of similar quality as the residence as outlined in Paragraph IV. All outbuildings will have the same set back restrictions as outlined in Paragraph V.
- IX. ANIMAL CONTROL: Dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Any outside dogs or cats must be kept in the backyard or on a leash. No chronic barking dogs will be allowed in this subdivision. The main purpose and intention of this restriction is to maintain quiet and peace of the subdivision and for the safety of children in the subdivision.
- X. GARDEN: A private herb/vegetable garden may be maintained at the rear of the home not to exceed 48 (forty eight) square feet in size and must be placed in an inconspicuous location.

- XI. FENCES: No fences or walls shall be placed on any lot except upon written approval of the Architectural Control Committee.
- XII. MAILBOXES: Mailboxes in Plantation Springs must conform to the design and color as specified by the Committee.
- XIII. MAINTENANCE OF LOTS AND LAWN: Some lawn maintenance for individual lots will be the responsibility of the Association. However, as to all lots:
- A. The street frontage of all lots shall be maintained clean, neat and free of undergrowth at all times and no noxious or offensive conditions shall be continued thereon. No Lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers and equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Burning garbage is prohibited except during construction of homes.
 - B. All lots and all improvements located therein or thereon, shall be kept and maintained by the Owners thereof in good order, and repair and free of all debris, including but not limited to, the sowing, and sodding of all lawns, the pruning and cutting of all trees, and the painting (or other appropriate external care) of all buildings and other improvements on their respective Lots, from the date of purchase of lot.
 - C. Each residence must be landscaped within two (2) months of occupancy. No bird baths or other statuary will be permitted on front lawns. No firewood or other such items shall be dumped in any yard, but must be stacked neatly out of sight from the street. No basketball goals may be located in the front of the house.
- XIV. SIGNS: No sign of any kind shall be displayed in public view on any lot, except one sign of not more than 540 square inches advertising the property for sale or rent. The Subdivision developers may have no more than two large signs at each of the entrances to the subdivision.
- XV. DRIVEWAYS: Each residence must have a concrete driveway which shall be a minimum of fifteen (15) feet in width.
- XVI. ROADS: All roads shown on the Plat are hereby dedicated to the City of Florence, Alabama and shall be for public use as roads.
- XVII. OPTION OF ASSOCIATION TO PURCHASE: In the event the dwelling on any Lot is wholly or partially destroyed by fire, flood, or any other cause or casualty and the Owner thereof does not rebuild or restore the same to like good and condition as existed prior to such total or partial destruction within six (6) months of such

destruction, then the Homeowners Association will have the right and option to purchase such Lot at the fair market value thereof as fixed and determined by the average of three appraisals in writing, one by each of three (3) licensed real estate brokers or appraisers licensed to do business in Lauderdale County, Alabama. If the Association does not exercise the option, then any other Lot owner may do so on a first come basis.

- XVIII. Any new owner of a combo lot as defined as notes that they can only develop it as one lot and, will only be assessed one homeowner association fee.
- XIX. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee will be composed of five (5) members, and the initial members are Brian Letten, Billy Ray Moore, Johns Horton, Kathy Graham and, Steve Harrison. In the event of death or resignation of any member of the committee, his/her replacement will be elected by the process outlined in the Bylaws of Plantation Springs Homeowners Association. No member of the Architectural Control Committee will be entitled to any compensation for services performed pursuant to this Declaration.
- XX. APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE: No home, outbuilding, fence, wall, or other structure or exterior surface or roof of any building or structure shall be commenced, repaired, replaced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and color of the same shall have been submitted to and approved in writing by the Architectural Control Committee. Without limiting the foregoing, such plans and specifications must include a detailed statement of the colors of any paints or material to be used in exterior surfaces and roofs. In the event a majority of the committee fails to approve or disapprove such plans within thirty (30) days of submission to the committee, as evidenced by written acknowledgment of receipt thereof, approval will not be required and this Article will be deemed to have been fully complied with. Such plans may be disapproved because of the following:
- A. Failure of plans or specifications to comply with any covenant or restriction contained herein.
 - B. Failure to include information in such plans as may have been reasonably requested by the committee.
 - C. Objection to the exterior design, appearance or materials of any proposed building, repair or replacement.
 - D. Incompatibility of any proposed building with existing buildings on other Lots.
 - E. Objections to the location of any proposed structure upon any Lot or with reference to other Lots.
 - F. Objection to the color scheme, finish, proportions, style, architecture, height, bulk or appropriateness of any proposed structure.

Notwithstanding any other provision of these covenant or the recorded plat, the Architectural Control committee may waive any provision of these covenants.

XXI. POWERS OF THE ARCHITECTURAL CONTROL COMMITTEE:

- A. At any time, the then-record owners of three-fourths of the lots in this subdivision shall have the power, through a duly acknowledged instrument recorded in the Judge of Probate of Lauderdale County, to change the membership of the Architectural Control Committee.
- B. Whenever, in the unanimous opinion of the members of the Architectural Control Committee, no substantial damage will be done to anyone owning any parcel or land in the subdivision, it shall have full authority, anything in these protective covenants and restrictions to the contrary notwithstanding, to waive or allow any violation herein, whether such violation be present or prospective. Such waiver, to be effective, must be reduced in writing over the signature of each member of the Committee and acknowledged by each member of the Committee before a Notary Public and recorded in the Office of the Judge of Probate.
- C. In the event the committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the proposed construction has been commenced prior to the substantial completion of construction, approval will not be required, and the related protective covenants and restrictions shall be deemed to have been fully complied with.

XXII. TERMS OF RESTRICTIONS AND AMENDMENTS: The protective covenants and restrictions of this Declaration shall run with and bind the land and shall be binding on all persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded in the Office of the Judge of Probate of Lauderdale County, Alabama.

XXIII. VIOLATIONS: If any person or entity shall violate any of the protective covenants or restrictions herein, it shall be lawful for any person or persons owning property in this subdivision to prosecute any proceedings at law or in equity against the persons or person violating any such protective covenants or restrictions to prevent any such violation or attempted violation or recover damages for same. The Lot Owner found by the Court to violate these restrictions will be obligated to pay the attorney fees of the parties filing the legal action.

XXIV. SEVERABILITY: Invalidation of any one of these protective covenants or

restrictions by judgment or Court shall in no way effect any of the other provisions which shall remain in full force and effect.

XXV. MISCELLANEOUS: If there is a conflict between these Protective Covenants and the subdivision plat, the plat will override these covenants.

Executed this 22nd day of October, 2010.

PLANTATION SPRINGS, INC.

by: [Signature]
Gary Gamble, its president

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said county and in said State, hereby certify that Gary Gamble, whose name as President of Plantation Springs, Inc., is signed to the foregoing Declaration of Covenants, Conditions, and Restrictions and who is known to me, acknowledged before me on this day, that, being informed of the contents of th foregoing, he, in his capacity as President, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 22nd day of October, 2010.

[Signature]
Notary Public
My Commission Expires: 10/8/13



THIS INSTRUMENT PREPARED BY:

JOHNNIE RANDALL WINBORN, LLC
Randy Winborn
102 S. Court Street, Ste. 600
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BY LAWS

OF

Recording Fee 44.00
TOTAL 44.00

PLANTATION SPRINGS HOMEOWNERS' ASSOCIATION

ARTICLE I

NAME

The name of the corporation is "Plantation Springs Homeowners' Association hereinafter referred to as the "Association". The initial principal office of the corporation shall be located at 658 Saddlebrook Drive, Killen, Alabama 35645, but meetings of members and directors may be held at such places with the State of Alabama, County of Lauderdale, as may be designated by the Board of Directors. At the time the Articles of incorporation were recorded, only the subdivision, Plantation Springs, Phase 1, had been recorded. All lots of Phase I and all subsequent Phases of this subdivision will be subject to the Homeowners' Association.

ARTICLE II

DEFINITIONS

1. "Association" shall mean and refer to "Plantation Springs Homeowners' Association", its Successors and assigns.
2. "Properties" shall mean and refer to that certain real property reflected on the subdivision Plat of Plantation springs Subdivision as being a common area and any other property that May be conveyed to or brought within the jurisdiction of the Association.
3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners and will include easements and right-of-ways.
4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of Plantation Springs.
5. "Owner" shall mean and refer to the record owner, whether one or more persons or Entities, of the fee simple title to any lot which is a part of the properties, including Contract sellers, but excluding those having such interest merely as security for the performance of an obligation. If an owner owns more than one undeveloped lot, then dues will be paid on each such lot. If a single residence is build on more than one lot, the total property being used as a residence will be used as a residence will be considered as one lot for purpose of dues, assessments and voting rights.
6. "Member" shall mean and refer to those persons entitled to membership as provided In the Articles of Incorporation.
7. "Developer" shall mean the initial owner and developer of the subdivision, Plantation Springs, Inc.

ARTICLE III
PROPERTY RIGHTS

Every owner shall have a right and easement of enjoyment in and to any common area now existing and designated by the plat of the subdivision or which may hereafter be annexed to the subdivision. This right and easement of enjoyment shall be appurtenant to and shall pass with the title to every lot. Any owner may delegate, in accordance with the By-Laws, his/her right of enjoyment to any common area to family members, tenants, or contract purchasers who reside on the property. The rights of enjoyment shall be subject to the following provisions:

1. The right of the Association to charge reasonable admission or other fees for the use of any recreational facility situated upon the common area, if any.
2. The right of the Association to suspend the voting rights of an owner for a period not to exceed ninety (90) days for any infraction of its published rules and regulations.
3. The right of the Association to dedicate or transfer all or any part of any common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

1. **Membership:** Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The Association shall have two classes of voting membership – Class A and Class B.
 - A. Class A: Class A members shall be all owners, with the exception of the developer, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all owners of such lot will be considered one member. The vote for such Lot shall be exercised as they determine among themselves, but in no event shall more than one vote be cast with respect to anyone Lot.
 - B. Class B: After the date, March 27, 2008, revision of these By-Laws, the Class B member shall be the Developer, who shall be entitled to one vote for each Lot owned. This Class B membership is not subject to dues and/or assessments, except in the event that undeveloped lots are not adequately maintained as outlined in Article V. Section I of these By-Laws. This Class B Membership shall cease when all the undeveloped Lots in the Plantation Springs Subdivision have been sold. In the event additional residential property is annexed, the new lots shall become subject to this Homeowners' Association and Class B membership shall be increased (or re-instated in the event Class B membership shall have ceased) for each Lot annexed, subject to the same voting rights set forth herein.

2. Voting Rights: Members of the Association (Both Class A and Class B Members) who are entitled to vote shall have one vote on any action mandated by these By-Laws or by the Board of Directors. However, no member who is delinquent in the payment of dues and/or assessments will be allowed to vote.

Members may vote in person or by written proxy as authorized by the Board of Directors. In the event that a proxy vote is mandated by the Board of Directors, all Members of the Association shall receive a written notification including information relative to the matter to be voted on, and a ballot to be submitted and instructions for submitting the vote. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot to another entity.

ARTICLE V

CAPITAL FOR MAINTENANCE – ASSESSMENTS

1. Creation of Lien and Personal Obligation: With the exception of the Developer, each owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, agrees to pay the Association annual assessments (dues), special assessments and operational expenses, and any assessment created and collected as herein provided. All of the assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien against the Lot which such assessment is made. The Association shall have the right to enforce all liens hereunder imposed to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures as in the case of mortgages under applicable law. Each assessment, together with interest, costs, and reasonable attorney's fees incurred in the enforcement, foreclosure or collection thereof, shall also be the personal, joint and several obligation of the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to the successors in title, if not paid. Developer shall not be required to pay such annual assessment on undeveloped Lots owned by it so long as Developer elects to provide the maintenance and improvements required herein. At such time as Developer is not maintaining and providing such maintenance and improvements, it shall pay such annual assessment on Lots owned by it.
2. Purpose of Annual Assessment: The annual assessment levied by the Association shall be used exclusively for the purposes stated in the Declaration of Covenants, Conditions, Restrictions and set forth below:
 - A. The Association shall provide maintenance to Common Areas as follows:
 1. All signs
 2. All fences and/or walls in common area
 3. Irrigation system in common areas
 4. All electrical and lighting systems in common areas
 5. **All landscaping on common areas to include mowing, edging, trimming and chemical treatment and includes replacement of plants, flowers, trees and sod.**

6. This maintenance includes upkeep on all right-of-ways and easements adjacent to common areas.
 - B. The Association shall not provide maintenance for individual Lots.
 - C. In the event the need for maintenance, replacement or improvement is caused by or arises out of any willful or negligent act of an Owner, members of his/her family, or his or her guest or invitees, the cost of such shall be added to and become a part of the assessment to which such lot is subject.
 - D. In the event a Lot Owner fails to maintain, restore or repair the roof, gutters, downspouts, exterior building surfaces, and other exterior improvements in a manner satisfactory to the Board of Directors, the Association after approval by three-fourths (3/4) vote of the Board of Directors, shall have the right, but not the obligation, through its contractors, agents and employees, to enter upon said parcel and to repair, maintain and restore such roof, gutters, downspouts, exterior building surfaces and other exterior improvements. The cost of such exterior maintenance shall be added to and become a part of the assessment to which the lot is subject. In the alternative, the Association may file a suit for specific performance of these items and may collect all costs, including reasonable attorney's fees.
3. Maximum Annual Assessment: Until January 1, 2000, the maximum annual assessment shall be \$150.00 per Lot. After January 1, 2000, the maximum annual assessment may be increased each year, not more than twenty-five (25%) percent above the maximum assessment for the previous year without a vote of the membership. For membership approval, there must be three-fourths (3/4) vote of approval by each class of members who are voting in person or by proxy at a duly-called meeting for this purpose.
4. Special Assessments for Capital Improvements and Operating Expenses. The Association may levy, in any calendar year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon common area and easements and rights-of-way adjacent to common areas, or to cover necessary operating expenses of the Association. Such special assessments must be passed by a vote of three-fourths (3/4) of a quorum of the Members entitled to vote, who are voting in person or by proxy at a duly-called meeting for this purpose. All Members will be notified of the intent to vote on such a special assessment prior to the meeting. Each member is obligated to pay the Association special assessments.
5. Commencement of Assessments and Due Dates: The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the first conveyance of a Lot by Developer to an Owner. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment to each Lot at least forty-five days in advance of January 1 of each year. Written notice of the annual assessment shall be sent to every owner subject thereto no later than December 1 each year. The due date is January 1 of each year. Upon request, the Association shall furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

6. Uniform Rate of Assessment: With the exception of the Developer, both annual and special assessments as set forth herein, must be fixed as a uniform rate for all Lots and may be collected on an annual basis or such other basis as determined by the Board of Directors.
7. Effect of Non-payment of Annual and Special Assessments and Remedies of Association: Any assessment not paid within fifteen (15) days after the due date shall bear a penalty of \$5.00 per day. The penalty will begin fifteen (15) days after the assessment is due. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any common area or abandonment of his Lot, or for any other reason. In addition, if the Treasurer and/or President of the Association files a sworn Affidavit in the Office of the Judge of Probate of Lauderdale County, Alabama, of delinquent dues and/or assessments which have been delinquent member(s).
8. Subordination of Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any prior mortgage. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.
9. Exempt Property: all properties dedicated to and accepted by a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Alabama shall be exempt from the assessments created herein. However, no land or improvements used as a dwelling shall be exempt from said assessments, except as provided above.

ARTICLE VI

MEETINGS OF MEMBERS

1. Annual Meetings: The first annual meeting of the Members shall be held in the month of March, 2000, and each subsequent regular annual meeting of the members shall be held in the same month of each year thereafter, on a date and at a time decided upon by the Board of Directors.
2. Special Meetings: Special meetings of the members may be called at any time by the President or by any two or more of the Board of Directors, or upon written request of one-fourth (1/4) of the members who are entitled to vote.
3. Notice of Meetings: Notice of each meeting of the members shall be given at the direction of the Association Secretary or the person authorized to call the meeting, at least fifteen (15) days before each meeting. Such notice shall specify the place, day, and hours of the meeting, and in case of a special meeting, the purpose of the meeting.

4. **Quorum:** The presence at the meeting of members and/or proxies who are entitled to cast votes, constituting one-fourth (1/4) of the total number of members of the Association entitled to vote, shall constitute a quorum for any action, except as otherwise provided for in the Articles of Incorporation or these By-Laws. If, however, each quorum shall not be present or represented at any meeting, the members present who are entitled to vote shall have the power to adjourn the meeting to another meeting time, with appropriate notice of the meeting being given to all members.

ARTICLE VII

BOARD OF DIRECTORS

1. **Number of Directors:** The affairs of this Association shall be managed by an initial Board of three (3) Directors, who need not be members of the Association. Directors elected after the initial Board must be a Member of the Association or a shareholder or Director of Plantation Springs, Inc., with the stipulation that at least one Director must be a shareholder of Plantation Springs until the requirements of Section 6 of this Article are met. Subsequent to the March, 2008 revision of the By-Laws, the number of Directors will be seven (7).
2. **Exclusions:** No member of the Association who is delinquent in payment of any dues or assessments will be allowed to serve on the Board of Directors.
3. **Term of Office:** At the March, 2008 Annual Meeting, four (4) Directors will be elected for a two (2) year term and three (3) Directors will be elected for a one (1) year term. Each year thereafter, the number of Directors set to rotate off the Board will be elected, as outlined in Article VIII of these By-Laws, and each will serve a two (2) year term.
4. **Removal or Vacancy:** 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.
5. **Compensation:** No Director shall receive compensation for any service that he/she may render to the Association. However, any Director may be reimbursed for his actual expenses in the performance of his/her duties, if approved by the Board.
6. **Action Taken without a Meeting:** the Directors shall have the right to take any action at times and places other than regular meetings of the Board, which they could take at a regular meeting of the Board by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a regular meeting of the Board of Directors.
7. **Miscellaneous:** As long as five (5) or more lots of said subdivision are owned by Plantation Springs, Inc., an officer or director of Plantation Springs, Inc., may be elected to the Board of Directors of the Association following the procedure for nomination and election of Directors as prescribed in Article VIII of these By-Laws. If a representative from Plantation Springs, Inc., is serving a term on the Board of Directors of the Association and Plantation Springs, Inc., fails to own five (5) or more lots in said subdivision, his/her term of office will

cease and the Board of Directors of the Association shall appoint a Director to fill the unexpired term as provided for in Article XI, #6 of these By-Laws.

ARTICLE VIII

NOMINATION AND ELECTION OF DIRECTOR

1. Nomination: Nomination for election to the Board of Directors shall be made by a Nominating Committee, as provided for in these By-Laws, Article XIII, Section 4. Nominations may also be made by Association members at the annual meeting or by proxy ballot as mandated by the Board of Directors. The Nominating committee shall make as many nominations for election to the Board of Directors as it shall be appointed by the Board of Directors prior to each annual meetings of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine necessary, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among members or non-members, as specified in Article VII of these By-Laws.
2. Election: Election to the Board of Directors shall be by majority vote of a quorum of members who are entitled to vote. Members may vote in person at the annual meeting or by written proxy as provided for in these By-Laws, Article IV, Section 2, with the Board of Directors determining specifics of how the election shall take place. Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE IX

MEETING OF DIRECTORS

1. Regular Meetings: Regular meetings of the Board of Directors shall be held at least two (2) times each years with at least seven (7) days notice to all directors. Meetings will be held as such place and hour as may be fixed from time to time by resolution of the Board.
2. Special Meetings: Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than seven (7) days notice to each Director.
3. Quorum: A majority of the Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

ARTICLE XPOWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. **Powers:** The Board of Directors shall have powers to:
 - a. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
 - b. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
 - c. employ attorneys, accountants, managers, independent contractors, or such other employees as deemed necessary to prescribe the duties of the Board of Directors;
 - d. appoint other committees as deemed appropriate in carrying out the purposes of the Board of Directors.
2. **Duties:** It shall be the duty of the Board of Directors to:
 - a. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
 - b. supervise all officers, agents and employees of this Association, and see that their duties are properly performed;
 - c. as more fully provided in the Declaration, to:
 1. fix the amount of the annual assessment against each lot at least forty-five days (45) days in advance of each annual assessment period;
 2. Send written notice of each assessment to every Owner subject thereto at least one month in advance of each annual assessment period; and
 3. Bring an action at law against the Owner personally obligated to pay the same or both.
 - d. issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
 - e. procure and maintain adequate liability and hazard insurance on property owned by the Association;
 - f. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
 - g. cause the common area to be maintained, and cause all other duties of the Association to be performed insofar as money is available.

ARTICLE XI

OFFICERS

1. List of Officers. The officers of this Association shall be a President, Vice-President, Secretary and Treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create. Any officer elected after the initial term, must be a member of the Association or a shareholder or director of Plantation Springs, Inc.
2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.
3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for (1) year unless he or she shall sooner resign or shall be removed, or otherwise disqualified to serve.
4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.
5. Registration and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.
7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one or any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

ARTICLE XII

DUTIES OF OFFICERS

1. President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
2. Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

3. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
4. Treasurer. The Treasurer shall notify all members of annual dues one month prior to the due date of January 1 and shall collect and deposit in appropriate bank accounts, all monies of the Association and shall disburse such funds as directed by the resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep property ownership books to be made public at the completion of each fiscal year; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and provide copies of the same to all members; and shall provide treasurer's reports at all Board Meetings and at any other time as required by the Board of Directors.

ARTICLE XIII

COMMITTEES

1. Enumeration of Committees: The Association shall have standing committees, comprised of members of the Association, to include an Architectural Control Committee, a Building and Grounds Committee and a Nominating Committee. These committees shall be appointed by the Board of Directors as provided for in Sections 2, 3, and 4 of this Article. Additionally, the Board of Directors shall appoint any other standing committees or special committees as deemed appropriate or necessary to carry out the purposes of the Association.
2. Architectural Control Committee: Subsequent to June, 2007, the Architectural Control Committee shall be a five (5) member committee appointed by the Board of Directors. The chairperson shall be a Board member, and there shall be four (4) at large members. Membership on the Board of Directors will not preclude selection to this committee. Meetings may be called by any member of the committee, as necessary. A quorum shall consist of three (3) members, provided all members are adequately notified of the need to act. This committee shall review all building or remodeling plans, site plans, and specifications to be sure that they comply with the Covenants of this subdivision and shall issue a written approval before construction shall commence on any property.
3. Grounds Committee. The Grounds Committee shall be a three-member committee appointed by the Board of Directors. The chairperson shall be a member of the Board, and there shall be two (2) at-large members. Membership on the Board of Directors shall not preclude selection to this committee. Meetings may be called by any member of the committee, as necessary. A quorum shall consist of two (2) members, provided all three members are adequately notified of the meeting. The committee shall accept suggestions on use and development of all commonly held properties in the subdivision, make recommendations, including financing, to the Board of Directors for such use, development and up-keep, and see that all common properties are well

maintained. This committee shall also work closely with and assist the officers and the Board of Directors in insuring that all contracts for lawn maintenance and chemical treatment are enforced.

4. Nominating Committee: The Nominating Committee shall be comprised of at least three members, appointed by the Board of Directors prior to each annual meeting. The chairperson shall be a member of the Board of Directors and there shall be two (2) or more at large members. This committee shall serve from appointment until the close of the following annual Association meeting. This committee shall make nominations for election to the Board of Directors, as many as it shall in its discretion determine to be necessary, but not less than the number of vacancies that are to be filled.

ARTICLE XIV

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any members. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association or through the Officers of the Board of Directors.

ARTICLE XV

SPECIAL ASSESSMENTS

Each member is obligated to pay the Association special assessments. Such special assessments must be passed at a regular or special meeting of the members by a vote of three fourths (3/4) of a quorum of the members present and entitled to vote. Notice of intent to vote on such a special assessment shall be sent to all members prior to the meeting. Any dues or assessments which are not paid when due shall be considered delinquent. Dues or any assessments not paid within fifteen (15) days after the due date shall bear a penalty of \$5.00 per day from the date and the Association may bring an action of law against the owner personally obligated to pay the same and any interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or for any other reasons. In addition, if the Treasurer of the Association files a sworn Affidavit in the Office of the Judge of Probate of Lauderdale County, Alabama, of delinquent dues which have been past due for a least twelve (12) months, then a lien will be created against the lot or lots owned by such delinquent member(s).

ARTICLE XVI

AMENDMENTS TO BY LAWS

1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of three fourths (3/4) of a quorum of members voting in person or by written proxy as authorized by the Board of Directors. All members will receive written notice of intent with notice of such meetings at least fifteen (15) days prior to the meeting.
2. In the case of nay conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in the case of any conflict between the Protective Covenants and these By-Laws, the Protective Covenant shall control.

ARTICLE XVII

MISCELLANEOUS

THE CALENDAR YEAR OF THE ASSOCIATION SHALL BEGIN ON THE FIRST DAY OF JANUARY AND END ON THE LAST DAY OF DECEMBER OF EVERY YEAR, EXCEPT THAT THE FIRST YEAR SHALL BEGIN ON THE DATE OF INCORPORATION.

EXECUTED THIS THE 27th DAY OF March, 2008.

PLANTATION SPRINGS SUBDIVISION HOMEOWNERS' ASSOCIATION, INC.

Paulette W. Williams, President, Board of Directors