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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
GLEN MARY PLACE, PHASE I**

THIS DECLARATION is made on the date hereinafter set forth by Glen Mary Development Company, L.L.C., an Alabama Limited Liability Company, (Declarant), being the owner of the hereinafter described real property.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Florence, County of Lauderdale, State of Alabama, which is more particularly described as:

All lands embraced in the map and plat of Glen Mary Place, Phase I, as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 6, Page 255.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all the parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. Association shall mean and refer to Glen Mary Place Homeowners Association and its successors and assigns.

Section 2. Owner shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the

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Properties, including contract seller, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. Properties shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of Properties with the exception of any common area which may hereinafter be annexed.

Section 5. Declarant shall mean and refer to Glen Mary Development Company, L.L.C., an Alabama limited liability company, its successors and assigns if such successor or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to any common area which may hereinafter be annexed, said right and easement of enjoyment shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area, if any.

(b) The right of the Association to suspend the voting right and right to use any common area or any recreational facilities by an Owner for

any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) 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. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his or her right of enjoyment to any common area and any recreational facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. 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.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owner.

When more than one person holds an interest in any Lot, all such persons shall be

FICHE FRAME
0097-481 30

members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the votes outstanding in the Class B membership, or

(b) On January 1, 1999.

In the event additional residential property is annexed and new lots become subject to the Declaration of Covenants, Conditions, and Restrictions of the Association, Class B membership shall be increased (or reinstated in the event Class B membership shall have ceased) for each Lot annexed, subject to the same voting rights set forth heretofore.

ARTICLE IV

COVENANT FOR CAPITAL, MAINTENANCE AND OPERATION EXPENSES, ASSESSMENTS AND LIENS THEREFOR

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to be subject to these covenants and agrees to pay to the Association:

- (1) Annual assessments.

(2) Special assessments for capital improvements and operation expenses.

(3) Any assessment created under Article V, such assessments to be established and collected as herein provided.

All of said assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Said lien shall be second and subordinate to any mortgage that is placed on the subject property. 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 such 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 person or persons who was or were the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by them. Declarant shall not be required to pay such annual assessment as to any Lots owned by it so long as Declarant elects, at its option, to provide the maintenance and improvements called for in Article VI, Section 2. At such time as Declarant is not maintaining and providing such maintenance and improvements, it shall pay such annual assessment on Lots owned by it.

Section 2. Purpose of Annual Assessment. The annual assessment levied by the Association shall be used exclusively for maintenance and improvement

FICHE FRAME
0097-481 32

of any common area, operating expenses of the Association, and the maintaining, improvement and replacing of lawns and shrubs on all Lots and any common areas including mowing, raking, seeding and planting, to the extent funds are available by reason of such annual assessments or otherwise.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred and No/100 Dollars (\$300.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3rds) of each class members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may from time to time fix the annual assessment at an amount not in excess of the maximum and may direct the date or dates of the payments thereof in one lump sum or in installments.

(d) Within 20 days of becoming the Owner of a Lot, such Owner shall pay an initial assessment of \$75.00 (in addition to the annual assessment) to be used for same purposes as the annual assessment.

Section 4. Special Assessment for Capital Improvements and Operating Expenses. In addition to the annual assessments authorized above, the Association may levy, in any assessment 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 any common areas, including fixtures and personal property provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 50 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments, set forth in Sections 3 and 4 above, must be fixed at a uniform rate for all Lots and may be collected on a monthly basis or such other basis as determined by the Board.

FICHE FRAME

0097-481 34

Section 7. Date of Commencement of Annual Assessments: 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 Declarant to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Non-payment of Assessments: Remedies of the

Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. 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.

Section 9. Subordination of Lien to Mortgage. The lien of the

assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, 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

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0097-481 35

became 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.

Section 10. 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 devoted to dwelling use shall be exempt from said assessments.

Section 11. In the event construction of a residence has been commenced but is not completed for a period of one (1) year from the date construction commenced (as determined by the date that supplies or materials were first delivered to the job site) and work has ceased on said construction at the end of said one (1) year period, then, in such event, the lot owner upon which the construction exists shall be subject to a fine equal to \$100.00 per month to be assessed by the association. The fine shall be in the nature of an assessment on the lot and shall be payable each month following the receipt of written notice from the association and must be paid within fifteen (15) days following the receipt of said notice. The fine or assessment contemplated herein shall be secured by a continuing lien upon the property against which the fine is assessed. Any fine which remains unpaid following the fifteen (15) day notice period shall be considered delinquent and the association may bring an action at law against the owner personally obligated to pay the same or may foreclose the lien against the property, or both, and any interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

FICHE FRAME
0097-481 36

ARTICLE V

EXTERIOR MAINTENANCE

(a) The Association shall, to the extent allowable by monies available from annual assessments, provide for the maintaining, replacing and improvement of lawn and shrubs on all Lots including raking, mowing, seeding, and planting. In the event the need for such maintenance, replacement, or improvement is caused by or arises out of any wilful or negligent act of the Owner, members of his or her family, or his or her guests or invitees, the cost of such shall be added to and become a part of the assessment to which such Lot is subject.

(b) In the event an owner of any Lot in the Properties shall fail to maintain, restore and 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 two-thirds (2/3rds) 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 part of the assessment to which such Lot is subject.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not

FICHE FRAME
0097-481 37

inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or wilful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability or negligent or wilful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his or her negligent or wilful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. In the event of any dispute arising concerning a party wall, or under the provisions of this Article VI, each party shall choose one arbitrator, and

FICHE FRAME
0097-481 38

such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all arbitrators.

ARTICLE VII

ARCHITECTURAL CONTROL AND USE RESTRICTION

No building, 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, color and location of the same shall have been submitted to and approved in writing as to harmony of external design, colors, materials and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. Without limiting the foregoing, such plans and specifications must include a detailed statement of the colors of any paints or materials to be used in exterior surfaces and roofs. In no event shall the primary dwelling contain less than 1,300 square feet of livable area excluding porches, garages, and attachments. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted, as evidenced only by its written acknowledgement of receipt thereof, approval will not be required and this Article will be deemed to have been fully complied with. In any event, the Lots shall be used solely for single family residential purposes and not more than one single family residence may be erected, constructed or permitted to

FICHE FRAME
0097-481 39

remain upon any Lot. No business, trade or commercial activity of any kind or character may be conducted upon any Lot. Such plans may be disapproved because of any of the following:

- (a) Failure of such plans or specifications to comply with any of the Restrictions.
- (b) Failure to include information in such plans and specifications as may have been reasonably requested.
- (c) Objection to the exterior design, appearance or materials of any proposed building or repairs or replacement.
- (d) Incompatibility of any proposed building with existing buildings upon other Lots in the vicinity.
- (e) Objections to the location of any proposed structure upon any Lot or with reference to other Lots in the vicinity.
- (f) Objection to the color scheme, finish, proportions, style or architecture, height, bulk, or appropriateness of any proposed structure.

Notwithstanding any other provision of these covenants or the recorded plat, the Architectural Control Committee may waive any provision of these covenants, including but not limited to any setback lines or other requirements as shown by the recorded plat.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions,

FICHE FRAME
0097-481 40

covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Easements. The Owner proposes to construct on each of the foregoing Lots a garden home or patio home. In the matter of the construction and completion of a garden home or a patio home, certain eaves, roof overhangs and brick veneer attached to the structural walls will or may encroach over onto the air space of an adjoining or contiguous Lot. There is hereby created on each of said Lots so affected an easement for said encroachments or overhangs created by said construction. In addition to the easements for each of said encroachments or overhangs, there is also granted the right to maintain and repair the same so long as

FICHE FRAME
0097-481 41

said encroachments and overhangs shall and do exist. Any roof overhang or encroachment into adjoining air space must be approved by the Architectural Control Committee prior to construction. An easement of access is reserved over and across the roofs of all structures where reasonably required for the purpose of maintaining, repairing, or constructing, or reconstructing adjacent structures. Each Lot is also subject to all easements as shown on the plat of Glen Mary Place, Phase I, as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 6, Page 255.

Section 5. Option of Association to Purchase. In the event the dwelling on any Lot is wholly or partially destroyed by fire, flood, Act of God or any other cause or casualty and the Owner thereof does not rebuild or restore the same to like good order and condition as existed prior to such total or partial destruction within six (6) months of such destruction, then the Association shall have the right, privilege 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 licensed real estate brokers or appraisers licensed to do business in Lauderdale County, Alabama.

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0097-481 42

IN WITNESS WHEREOF, the undersigned, being the Declarant herein,
has hereunto set its hand and seal this 14th day of October, 1997.

GLEN MARY DEVELOPMENT
COMPANY, L.L.C.,
an Alabama Limited Liability
Company

by

Darrell G. Rumble
Member

by

Robbie A. Wanner
Member

by

L. T. Ryan
Member

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County in
said State, hereby certify that Darrell G. Rumble, Robbie A. Wanner, and L. T. Ryan,
whose names are signed to the foregoing Declaration, and who are known to me,
acknowledged before me on this day that, being informed of the contents of the
Declaration, they, as such members and with full authority, executed the same
voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 14th day of October,
1997.

Judy M. King
Notary Public

PREPARED BY:
Harold G. Peck
Attorney at Law
118 West Dr. Hicks Boulevard
Florence, Alabama 35630
Telephone: 205-766-4490

STATE OF ALABAMA
LAUDERDALE COUNTY
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS 56
FOR THE BY-LAWS OF
GLEN MARY PLACE HOMEOWNERS ASSOCIATION

THIS DECLARATION, made on the date hereinafter set forth by Glen Mary Place Homeowners Association (an unincorporated association), hereinafter referred to as Association.

WITNESSETH:

WHEREAS, Association is the owner of certain property in the County of Lauderdale, State of Alabama, which is more particularly described as:

Glen Mary Place

NOW, THEREFORE, Association hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner hereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a 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.

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0098-274 57

Section 3. "Properties" shall mean and refer to that certain real property herein described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Open spaces as shown on recorded plat.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use the Common Area and any recreational facilities by an owner for any period during which any assessment against his or her Lot(s) remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the 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. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. 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.

Section 2. The Association shall have one class of voting membership: Class A. Class A members shall be all Owners of a Lot and shall be entitled to one vote regardless of the number of lots owned. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

COVENANT FOR CAPITAL, MAINTENANCE

AND OPERATION EXPENSES ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot by acceptance of a deed therefor, whether or

not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements and operating expenses, and (3) any assessment created under Article V, such assessments to be established and collected as herein provided. All of said assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person or persons who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his successors in title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of any Common Area, and operating expenses of the Association.

Section 3. Maximum Annual Assessment. The maximum annual assessment for the first year shall be set by the Board of Directors of the Association.

(a) From and after January 1, 1999, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1999, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of the

members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements and Operating Expenses. In addition to the annual assessments authorized above, the Association may levy, in any assessment 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 the Common Area, including fixtures and personal property related thereto, and any operating expenses of the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of the total votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Date. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the adoption of these By-Laws. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Non-payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent (12%) per annum. 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 abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first

0098-274 62

mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, 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 became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, provided, however, such lien or liens shall at all times be subordinate to any first mortgage.

Section 10. 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 United States of America or the State of Alabama shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

EXTERIOR MAINTENANCE

In the event an owner of any lot in the Properties shall fail to maintain and repair the premises and the improvements thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, but not the obligation, through its contractors, agents and employees, to enter into said lot and premises and to repair and maintain and restore the Lot and the exterior of the buildings and any other improvements thereon as follows: Painting, repairing, and caring for roofs, gutters, downspouts, exterior building surfaces, and trimming, raking, seeding, mowing, and generally

maintaining trees, shrubs, grass and lawn. Such assessment will be final upon completion of such work. The cost of such work shall be added to and become a part of the assessment to which such Lot is subject as above stated.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or wilful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or wilful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or wilful act causes the party wall to be

exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE VII

ARCHITECTURAL CONTROL AND USE RESTRICTION

No building, fence, wall, or other structure shall be commenced, 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 location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. In any event, the Lots shall be used solely for single family residential purposes and not more than one single family residence may be erected, constructed or permitted to remain upon any Lot. No business, trade or commercial activity of any kind or character may be conducted upon any Lot.

ARTICLE VIII**GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property may be annexed to the Properties with the consent of seventy-five percent (75%) of the Lot Owners.

0098-274 66

Section 5. Pets. Each property owner may have two domestic dogs and/or two domestic cats. These pets shall be maintained in an enclosure on the premises of the Lot and on a leash when outside the enclosure.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 5th day of May, 1998.

GLEN MARY PLACE HOMEOWNERS ASSOCIATION, an unincorporated association

by

[Signature]
its president

ATTEST:

[Signature]
its secretary

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that DARRELL RUMBIE, whose name as President of Glen Mary Place Homeowners Association, an unincorporated association, is signed to the foregoing Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Declaration, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said unincorporated association.

Given under my hand and official seal this 5th day of May, 1998.

[Signature]

Notary Public

My Commission expires Dec. 8, 2001

0098-274 67

We, the undersigned, owners of property in Glen Mary Place, hereby agree to be bound by the above Declaration of Covenants, Conditions and Restrictions for the By-Laws of Glen Mary Place Homeowners Association.

R. G. Darby
R. G. Darby

Lara A. Bryant
Lara A. Bryant

Nancy Tilenius
Nancy Tilenius

Charles P. Thornton
Charles P. Thornton

Deloris M. Thornton
Deloris M. Thornton

STATE OF ALABAMA

LAUDERDALE COUNTY

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

Given under my hand and official seal this 19 day of May, 1998.

Sam Smith
Notary Public

STATE OF ALABAMA

LAUDERDALE COUNTY

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

0098-274 58

Given under my hand and official seal this 8th day of May, 1998.

Judy J. Mag...
Notary Public

STATE OF ALABAMA

LAUDERDALE COUNTY

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

Given under my hand and official seal this 3rd day of May, 1998.

Sheron Peters
Notary Public

My commission expires Dec. 8, 2001

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that Charles P. Thornton and wife, Deloris M. Thornton, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of May, 1998.

Judy J. Mag...
Notary Public

STATE OF ALABAMA
LAUDERDALE COUNTY
I CERTIFY THIS
INSTR. WAS FILED

MAY 19 11 13 AM '98

During this time
JUDGE OF PROBATE

ADOPTION AND RATIFICATION OF PLAT

The plat of GLEN MARY PLACE, PHASE II was filed for record in the Office of the Judge of Probate of Lauderdale County, Alabama, on October 8, 2000 in Plat Book 6, Page 348.

The undersigned mortgagee, SouthTrust Bank, National Association, holds two mortgages on the above subdivision recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, on Fiche 2000-054, Frames 28-32 and on Fiche 2000-054, Frames 33-37, prior to the filing of the subdivision plat and are desirous of ratifying, confirming, and adopting the plat of the subdivision as a matter of record.

The undersigned mortgagee hereby subordinates its mortgages to any easements or rights-of-way over, under, across and above the streets and public roads shown thereon for electric, telephone, water, gas and sewer lines, and also for such purposes, rights-of-way shown, with the right of ingress and egress, conveying the privileges necessary for the installation and maintenance of such utilities over the respective rights-of-way, including the right to cut and clear trees or parts thereof or other objects that may injure or endanger overhead lines.

Also, the above subdivision was conveyed to the undersigned owner, Millennium Builders, Inc. (also known as Millennium Builders, Inc.) by deed recorded on Fiche 2000-54, Frames 25-27 and are desirous of ratifying and adopting the following covenants for Glen Mary Place, Phase II: "Declaration of Covenants, Conditions, and Restrictions for Glen Mary Place, Phase I" as recorded on Fiche 97-481, Frames 27-42, and "Declaration of Covenants, Conditions, and Restrictions for the By-Laws of Glen Mary Place Homeowners Association" as recorded on Fiche 98-274, Frames 56-58, of aforesaid records.

SOUTHTRUST BANK, NATIONAL ASSOCIATION

By: [Signature]
Its: Vice President

MILLENNIUM BUILDERS, INC

By: [Signature]
Darrell G. Rumble, Vice-President,
Secretary and Treasurer

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that Greg Grissom, whose name as Vice President of SouthTrust Bank, National Association, an Alabama Banking corporation, is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, he/she, in his/her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal, this 6th day of April, 2001.

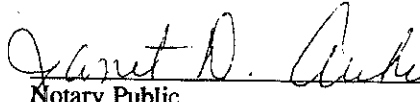
[Signature]
Notary Public
My Commission Expires: 2/28/2005

12.00

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that **Darrell G. Rumble**, whose name as Vice-President, Secretary and Treasurer of Millennium Builders, Inc., an Alabama corporation, is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 1st day of April, 2001.



Notary Public
My Commission Expires: My Commission Expires Sept. 23, 2001

/jw
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re\GlennmaryII.rat

Compliments of Alabama Land Services, Inc.