

STATE OF ALABAMA
COUNTY OF BALDWIN

**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
OF COTTAGES AT TANNIN**

This Declaration of Easements, Covenants and Restrictions is made, adopted, published and declared this 9 day of June, 2020, by HERCULES INVESTMENTS, L.L.C. ("Developer");

BACKGROUND

Developer developed and owns Cottages at Tannin ("Cottages"), a residential subdivision consisting of Lots A through N and the common areas shown on the Plat recorded at Slide 2705-F, in the records of the Office of Judge of Probate of Baldwin County, Alabama ("the Plat"). Developer has formed Cottages at Tannin Owners Association, Inc. (the "Cottages Association") for the purposes set herein.

The Cottages is located within The Village of Tannin ("Tannin"), a mixed use development situated in Orange Beach, Alabama. Tannin is subject to various covenants, restrictions, easements, rules, regulations, and other provisions imposed by Tannin, Inc. Tannin, Inc. also formed The Village of Tannin Association, Inc. ("Tannin Association"), a Alabama non-profit corporation. Owners of lots within Tannin are members of the Tannin Association. For convenient reference, the various covenants, restrictions, easements, rules, regulations, and other provisions mentioned above and the Cottages Association Articles of Incorporation and Bylaws, as most recently amended, are sometimes called "Tannin's Documents"). Because Cottages is located within Tannin, owners of lots within Cottages are subject to the Tannin Documents, including that such owners are members of Tannin Association. Therefore, owners of lots in Cottages are obliged to pay assessments and other charges imposed pursuant to the Tannin Documents.

As owners within Tannin, the Cottages lot owners have the same rights as other Tannin lot owners to the access of the Gulf of Mexico through Middle Gate Street.

The Cottages common areas, as shown on the Plat, consist of (i) a pool exclusively for the use of occupants of residences in the Cottages, and (ii) storm water drainage facilities. The streets shown on the Plat are private and are the responsibility of the Tannin Association as provided in the Tannin Documents.

Developer formed the Cottages Association solely to provide the means to maintain and regulate the pool and the storm water drainage facilities.

NOW THEREFORE, Developer does hereby declare that the Cottages lots are subject to the following:

1. **BACKGROUND STATEMENTS:** The statements set forth in the Background above are hereby affirmed and made a material part of this Declaration.

2. **SINGLE FAMILY RESIDENTIAL:** All Cottages lots shall be used solely as single family residential Lots. No Lot may be improved, used or occupied for any purpose other than for private residences, and no flat, duplex, apartment house, group apartment, or condominium, though intended for residential purposes, may be erected thereon.

3. **SUBJECT TO VILLAGE OF TANNIN:** All Cottages Lots shall be lots subject to the Tannin Documents in all respects.

4. **COTTAGES ASSOCIATION:** All owners of Lots in the Cottages shall be members of the Cottages Association. The Cottages Association shall be governed by a Board of Directors (the "Board"). Initially the Cottages Association shall have three (3) Directors. The Cottages Association's Articles of Incorporation and Bylaws are attached as Exhibits "A" and "B", respectively. Notwithstanding anything in this Declaration or said Articles or Bylaws to the contrary, until Turnover, the Developer may choose to appoint the entire Board of Directors. "Turnover" means the earliest to occur of (i) the Developer's relinquishing control of the Cottages Association in a written instrument recorded in the real property records of Baldwin County, Alabama; (ii) three (3) months after one hundred percent (100%) of the lots in the Cottages have been conveyed to persons other than Developer; or (iii) December 31, 2026; provided however, in the event of a conflict between the Alabama law and the foregoing, the applicable Alabama law shall control.

The Cottages Association shall hold title to and maintain all Cottages Common Area.

All members of the Cottages Association, and by acceptance of a deed to a Lot, whether or not so expressed in such deed, are deemed to covenant and agree to pay to the Cottages Association annual general assessments or charges as herein described. All such assessments, together with interest thereon as provided below and the cost of collection thereof, including reasonable attorney fees, shall, as hereinafter provided, be the personal obligation of the owner of such property at the time such assessment becomes due. Such assessments, together with interest, costs, and reasonable attorney fees, shall also be a charge and a continuing lien upon the Lot against which such assessment is made. Such lien may be perfected by filing a statement of lien in the appropriate records of the Office of the Judge of Probate of Baldwin, Alabama, setting forth the Lot upon which the lien is claimed, the amount for which the lien is claimed, and the name

of the property owner. The lien shall be enforceable in accordance with Alabama law.

The general assessment levied by the Cottages Association annually shall be used exclusively for the maintenance of the Cottages Common Areas and the discharge of the Cottages Association's responsibilities as set forth above, and for such other expenses related thereto as the Cottages Association deems necessary.

By a two-thirds vote of the Board, the annual assessment rates shall be fixed and sufficient to meet the Cottages Association's obligations as budgeted. The Board shall set the date such annual assessments shall become due, and any assessment not paid within thirty (30) days from said date shall bear interest from the due date at a per annum percentage rate of twelve percent (12%) and be subject to an administrative charge equal to twenty-five percent (25%) of the delinquent amount. The Board may elect to require that annual assessments be paid in monthly or other periodic installments. Upon any voluntary conveyance of a Lot, the grantor and grantee of such Lot shall be jointly and severally liable for all unpaid assessments pertaining to such Lot to the extent that such assessments accrue to the date of such conveyance, without prejudice, however, on the part of the grantee to recover from the grantor any amounts paid by the grantee, but the grantee shall be exclusively liable for assessments accruing after grantee becomes Lot owner.

The Board is authorized to adopt reasonable rules and regulations concerning the Cottages Common Areas.

5. **DURATION AND BINDING EFFECT:** The provisions in this Declaration shall run with the land and shall be binding on all Lot owners, or upon all parties and persons claiming under or through them, each of whom shall, by virtue of his acceptance or acquisition of title or other interest, accept and agree to be bound by and to abide by all terms and provisions of this instrument, all of which shall be and remain in full force and effect until December 31, 2075. After which time said Restrictions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by at least ninety percent (90%) of the then Owners of the Lots has been recorded, agreeing to change said covenants in whole or in part, prior to December 31, 2075, or prior to the then pending ten (10) year term, as the case may be. However, the termination of this Declaration or any provision in this Declaration shall not affect the applicability of the Tannin Documents to Cottages

6. **NOT A CLOUD ON TITLE:** Any violation of this Declaration shall not act as a cloud upon the title of the property concerned, and title shall not be forfeited as a result of such violation.

7. **ENFORCEMENT:** If any person or persons shall violate or attempt to violate any of the

Restrictions contained herein, it shall be lawful for the Cottages Association or any party owning any real property situated in said Cottages to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction, either to prevent him or them from so doing or to recover damages for such violation, and in the event that it is the Cottages Association who has filed legal action, it shall be entitled to receive an award of a reasonable attorney's fee for the successful prosecution of such an action. The Cottages Association shall be under no obligation to enforce any of the restrictions herein contained, but in the event that the Cottages Association shall choose not to enforce the same, the Owner of any Lot in the Cottages may, as an individual, seek to enforce the same through lawful means.

8. **AMENDMENT OR MODIFICATION:** Any or all of the provisions of this Declaration may be annulled, amended, or modified at any time by an instrument executed by the owner or owners of not less than sixty percent (60%) of the Lots in the Cottages, which said instrument shall be acknowledged by each such owner signing same and shall be filed for record in the office of the Judge of Probate of Baldwin County, Alabama, PROVIDED, that no amendment shall place an additional burden, restriction or requirement on any Lot the owner of which does not join in said amending instrument and so long as the Developer owns any Lot in the Cottages, no amendment shall be effective without the prior written consent of such entity. Further, no amendment shall affect the applicability of the Tannin Documents to any of the Cottages Lots.

9. **RESERVED DEVELOPER RIGHTS:**

(A) Until Turnover, Developer reserves unto itself, and its specifically designated successors and assigns:

- (i) The right to grant easements and rights-of-way of ingress and egress and for drainage, utilities, maintenance and repairs along, over, across and under the Common Area to any person, firm, corporation or entity for use as ingress or egress or for drainage, utilities, maintenance and repairs.
- (ii) The right to maintain, and grant builders and/or brokers the right to maintain a sales office and/or a management office and/or one or more model homes in the Cottages and to maintain signs therein advertising the Cottages and to conduct its business and sales activities pertaining to the Cottages therein and therefrom.

(B) Until Turnover, Developer reserves unto itself the right, authority and power to amend this Declaration in any manner Developer deems necessary and appropriate. Any amendment to this Declaration made in accordance with this paragraph shall require only the signature of Developer and shall not require the signature of any other Owner or any mortgagee of any Owner.

10. **RULES GOVERNING THE USE OF THE POOL, RECREATION, AND COMMON AREAS:** The initial Rules are attached hereto as Exhibit "C."


11. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall be and remain in full force and effect.

SCHEDULE OF EXHIBITS

Exhibit "A"	Association Articles of Incorporation
Exhibit "B"	Association Bylaws
Exhibit "C"	Rules Governing the Use of the Pool, Recreation and Common Areas

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Easements, Covenants and Restrictions for Cottages at Tannin.

HERCULES INVESTMENTS, L.L.C.
"Developer"

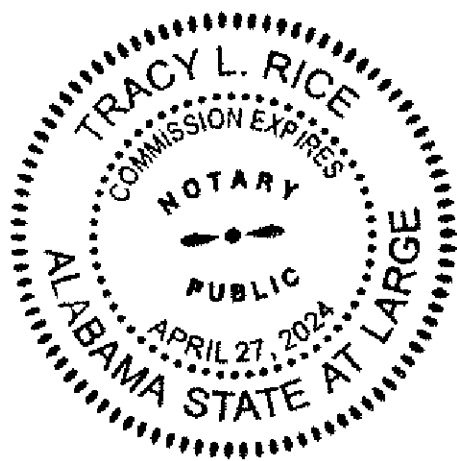
By: 

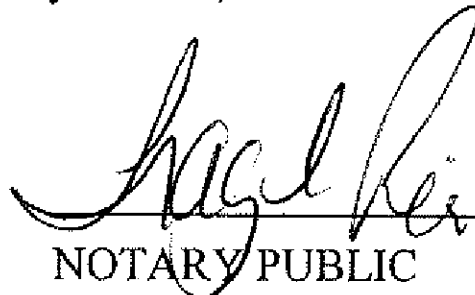
JAMES M. BROWN, as Manager

STATE OF ALABAMA
COUNTY OF BALDWIN

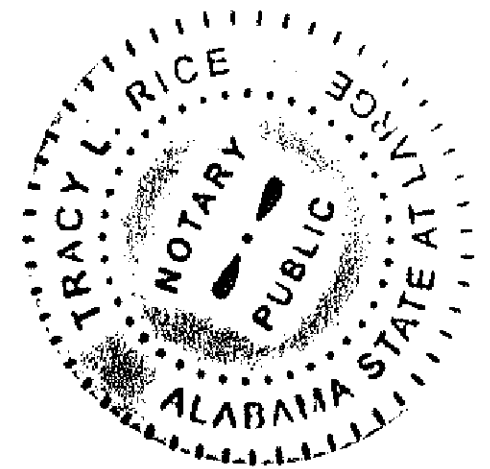
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that JAMES M. BROWN, whose name as Manager of HERCULES INVESTMENTS, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said entity.

GIVEN under my hand this the 9 day of June, 2020.




NOTARY PUBLIC

My Commission Expires: _____



THIS INSTRUMENT PREPARED BY:

Richard E. Davis, Attorney at Law
DAVIS & FIELDS, P.C.
Post Office Box 2925
Daphne, Alabama 36526
(251) 621-1555; (251) 621-1520, fax
rdavis@davis-fields.com

115337.WPD

EXHIBIT "A"
(to Declaration of Easements, Covenants and Restrictions of Cottages at Tannin)

**ARTICLES OF INCORPORATION
OF
COTTAGES AT TANNIN OWNERS ASSOCIATION, INC.**

**A Nonprofit Corporation
Under the Laws of the State of Alabama**

BE IT KNOWN that the undersigned, acting as incorporator of a nonprofit corporation under the laws of the State of Alabama, and in particular, the "Alabama Business and Nonprofit Entity Code" (Title 10A, *Code of Alabama*, 1975, as amended) does hereby adopt the following Articles of Incorporation for such nonprofit corporation (the "Articles").

**ARTICLE I
NAME**

The name of the corporation shall be **COTTAGES AT TANNIN OWNERS ASSOCIATION, INC.** (the "Association").

**ARTICLE II
PERIOD OF DURATION**

The period of duration of the Association shall be perpetual unless terminated according to the terms of these Articles.

**ARTICLE III
PURPOSE**

The purposes for which the Association is organized are:

1. To furnish all services reasonably necessary, for the health, comfort, safety, welfare and enjoyment of the lot owners of COTTAGES AT TANNIN (the "Cottages"), as shown on the plat recorded at Slide 2705-F, in the Baldwin County Probate Court records.

2. To own, manage and control all of the common areas and improvements thereon located within the boundaries of the Cottages which are intended to be devoted to the common use and enjoyment of the owners of lots in the Cottages, including, but not by way of limitation, the maintenance of private easements or roads, any decorative fences, street islands and any detention pond for storm water drainage.

3. To administer, enforce and otherwise act in accordance with that certain Declaration of Easements, Covenants and Restrictions for the Cottages executed by the Declarant (hereinafter defined) and recorded in the office of the Judge of Probate of Baldwin County, Alabama contemporaneous with the recording of these Articles, as the same may be amended from time to time (the "Declaration"), to the extent provided in the Declaration.

4. To assess, collect and direct the proper disbursement of the lot owners' pro rata shares of the costs and expenses incurred in the carrying out of said purposes in accordance with these Articles, the Bylaws for the Association (the "Bylaws"), the rules and regulations of the Cottages and the Declaration.

ARTICLE IV GENERAL POWERS

The powers of the Association are as follows:

1. The Association shall have the power to own, accept, acquire, mortgage and dispose of real and personal property, and to obtain, invest and retain funds, in advancing the purposes stated in Article III above.

2. The Association shall have the power to transact all business being not for profit consistent with the purposes for which this Association is organized and to protect the lawful rights and interests of the Members (hereinafter defined) in connection therewith.

3. The Association shall have all powers granted to it in the Alabama Business and Nonprofit Entity Code, including those powers granted to nonprofit corporations in the Alabama Nonprofit Association Law (Title 10A, Chapter 3, Code of Alabama, 1975, as amended from time to time).

4. The Association shall have all powers granted to it in the Alabama Homeowners' Association Act (Title 35, Chapter 20, *Code of Alabama*, 1975, as amended from time to time) (the "HOA Act").

ARTICLE V NAME AND ADDRESS OF INCORPORATOR

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

Hercules Investments, L.L.C.
27555 Perdido Beach Boulevard
Orange Beach, AL 36561

**ARTICLE VI
MEMBERSHIP AND VOTING RIGHTS**

There shall be only one (1) class of membership. The members of the Association shall be all of the record owners of platted lots within the Cottages (singularly, a "Member" and collectively, the "Members"). Membership in the Association shall be established by recordation in the Baldwin County, Alabama, Probate Court records of a deed of conveyance transferring record title to a platted lot in the Cottages and the delivery to the Association of an executed true copy of said deed. The owner designated by such instrument shall thereby automatically become a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot in the Cottages, and shall cease as to any owner upon transfer of title from such owner to another owner.

Each Member shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, the vote for such lot shall be exercised by the multiple owners of such lot in accordance with the Bylaws.

**ARTICLE VII
NONPROFIT CORPORATION**

The Association shall be without capital stock, will not be operated for profit and will not distribute gains, profits or dividends to any of its Members. The Members shall not be personally liable for the debts, liabilities or obligations of the Association, but shall be personally liable to the Association for their pro rata share of costs and expenses that are attributable to Members under these Articles, the Bylaws or the Declaration. The purposes of the Association shall be served without pecuniary profit to any director or Member.

**ARTICLE VIII
NAME AND ADDRESS OF INITIAL REGISTERED AGENT**

The name of the initial registered agent of the Association and the address of the initial registered office of the Association are as follows:

James M. Brown
27555 Perdido Beach Blvd.
Orange Beach, Alabama 36561

**ARTICLE IX
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of Directors. The initial Board of

Directors shall be composed of three (3) directors, none of which must be a Member. The names and addresses of the initial three (3) Directors of the Association are as follows:

NAME	ADDRESS
James M. Brown	27555 Perdido Beach Blvd. Orange Beach, AL 36561
Angie Burns	27555 Perdido Beach Blvd. Orange Beach, AL 36561
Richard E. Davis	Post Office Box 2925 Daphne, AL 36526

After Turnover, as defined in the Declaration, (a) Declarant shall call a meeting of the Members in accordance with Section 35-20-9 of the HOA Act for the purposes of (i) transitioning control of the Association to the Members, and (ii) electing new directors to the Board; and (b) all Directors must be Members, or representatives of entities that are Members, the number of directors shall be as set forth in the Bylaws and the Members shall have the right to elect the Board of Directors as provided in the Bylaws. Notice of the meeting may be delivered according to the provisions set forth in the Bylaws. A candidate for the director position is not required to obtain the written consent of any Member in order to run for the director position. The number of directors may be changed by amendment of the Bylaws. The initial Bylaws are attached to the Declaration as Exhibit "B". The power to alter, amend or repeal the Bylaws or adopt new Bylaws shall be vested in the Board of Directors.

ARTICLE X INDEMNIFICATION

The Association shall indemnify every officer and director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding, if approved by the then Board of Directors) to which he may be made a party by reason of being or having been an officer or director of the Association, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the Members for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the

Association may be entitled.

The directors shall exercise their powers and duties in good faith and with a view to the interest of the Association and the Cottages. No contract or other transaction between the Association and any corporation, firm or association (including the Declarant) in which one (1) or more of the directors of the Association is a director or officer or is pecuniarily or otherwise interested, shall be either void or voidable for such reason or because such director or directors are present at the meeting of the Board of Directors or any of the committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following paragraph exists:

- (a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; and
- (b) The fact of the common directorate or interest is disclosed or known to the Members or a majority thereof and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; and
- (c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Common or interested directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE XI ASSESSMENTS

To provide the total sum necessary for the insurance, reserve fund for replacements, maintenance and operation of the common areas and improvements within the Cottages, each Member for each lot owned shall pay a portion of the total amount necessary for such purposes to the Association in accordance with the terms and conditions of the Declaration.

ARTICLE XII MISCELLANEOUS

1. Amendment. Until Turnover, as defined in the Declaration, these Articles may be amended

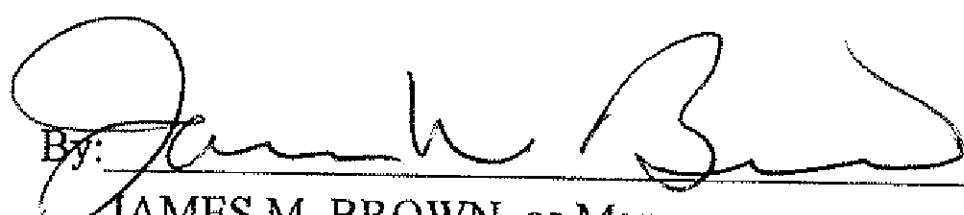
at any time and from time to time by Declarant, without the consent or approval of any of the other Members. After Turnover, then these Articles may be amended, subject to the terms and provisions of the Declaration, by the affirmative vote of at least sixty-seven percent (67%) of the total voting interests of all of the Members. All amendments to these Articles become effective only upon being placed of record in the Office of the Judge of Probate of Baldwin County, Alabama.

2. Incorporation by Reference. All of the terms, provisions, definitions, covenants and conditions set forth in the Declaration are hereby expressly incorporated herein by reference as if fully set forth herein. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Articles and the HOA Act, then the provisions of the HOA Act shall at all times control. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Articles and the Declaration, then the provisions of the Declaration shall at all times control. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Articles and the Bylaws, then the provisions of these Articles shall at all times control.

NOTWITHSTANDING ANYTHING IN THESE ARTICLES TO THE CONTRARY, ALL PROVISIONS HEREIN ARE SUBJECT TO THE RIGHTS OF HERCULES INVESTMENTS, LLC AS SET FORTH IN THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS OF COTTAGES AT TANNIN.

IN WITNESS WHEREOF, the Incorporator has executed these Articles of Incorporation, by and through its duly authorized representative, on this the 9 day of June, 2020.

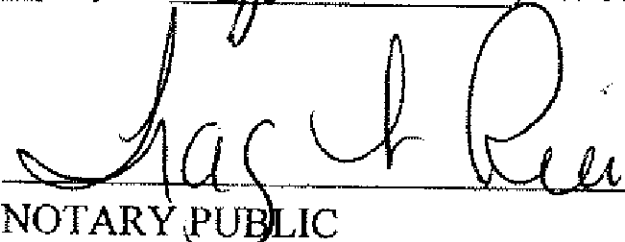
HERCULES INVESTMENTS, L.L.C.

By: 
JAMES M. BROWN, as Manager

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said County in said State, hereby certify that JAMES M. BROWN, whose name as Manager of HERCULES INVESTMENTS, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Manager and with full authority executed the same voluntarily for and as the act of said entity.

GIVEN under my hand and official seal this 9 day of June, 2020.



NOTARY PUBLIC
My Commission Expires: _____

THIS INSTRUMENT PREPARED BY RICHARD E. DAVIS, DAVIS & FIELDS, P.C., POB 2925, DAPHNE, ALABAMA 36526 251-621-1555

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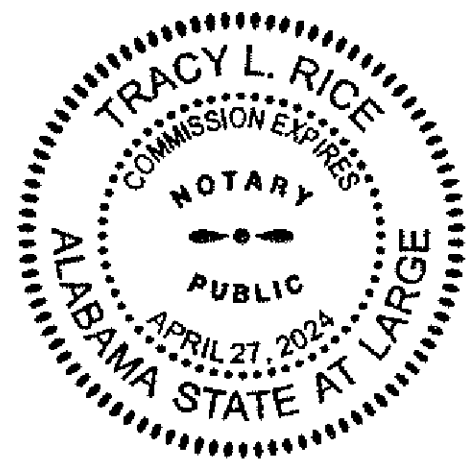


Exhibit "B"
to the Declaration of Easements, Covenants, and Restrictions
Cottages at Tannin

BYLAWS
OF
COTTAGES AT TANNIN OWNERS ASSOCIATION, INC.
A Nonprofit Corporation
Under the Laws of the State of Alabama

These Bylaws ("Bylaws") of COTTAGES AT TANNIN OWNERS ASSOCIATION, INC. (the "Association"), a nonprofit corporation, incorporated under the laws of the State of Alabama are hereby created and adopted pursuant to the Articles of Incorporation of the Association filed in the office of the Judge of Probate of Baldwin County, Alabama at Instrument _____ (the "Articles of Incorporation") and that certain Declaration of Easements, Covenants and Restrictions of Cottages at Tannin.

ARTICLE I
ASSOCIATION

1.1 Office. The office of the Association shall be at 27555 Perdido Beach Boulevard, Orange Beach, Alabama 36561, or such other place as shall be selected by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

ARTICLE II
MEMBERS

2.1 Qualification. The members of the Association shall be determined in accordance with Article VI of the Articles of Incorporation. "Owner", as used herein, shall mean and refer to the record owner, whether the same shall consist of one or more persons or entities, of the fee simple title to any platted lot in the Subdivision (a "Lot"), but excluding those having such interest merely as security for the performance of the obligation. "Member" and "Members", as used herein, shall have the meaning ascribed to such terms in the Articles of Incorporation.

2.2 Voting Rights. All Owners shall be entitled to one (1) vote for each Lot owned.

2.3 Designation of Voting Members.

(A) If a Lot is owned by more than one (1) person, the person entitled to cast the vote or votes for the Lot may be designated by a certificate signed by all of the Owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a corporation, partnership, trust, company or other legal entity, the person entitled to cast the vote or votes for the Lot may be designated by a certificate of appointment signed by a duly authorized representative of the entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot, and a certificate may be revoked by any Owner of an interest in the Lot. Any such revocation shall be in writing and signed by any Owner of an interest in the Lot or a duly authorized representative of the entity, as the case may be, and filed with the Secretary of the Association.

(B) If a Lot is owned by more than one (1) person and such Owners do not designate a voting Member as required hereinabove, the following provisions shall apply:

- (i) If more than one (1) such Owner is present at any meeting, and said Owners are unable to concur on a decision on any subject requiring a vote, said Owners shall lose their right to vote on that subject at that meeting; however, said vote or votes shall be included in the determination of the presence of a quorum.
- (ii) If only one (1) such Owner is present at a meeting, such person attending shall be entitled to cast the vote or votes pertaining to the Lot.
- (iii) If more than one (1) such Owner is present at the meeting and said Owners concur, any one (1) such Owner may cast the vote or votes for the Lot.

2.4 Restraint Upon Alienation of Assets. A Member shall have no vested right, interest, or privilege of, in, or to the assets or funds of the Association, or any right, interest or privilege which may be transferable or inheritable, or which shall continue after his membership ceases, except as an appurtenance to the ownership of his Lot.

2.5 Change of Membership. A change of membership in the Association shall be established by recording in the Office of the Judge of Probate of Baldwin, County, Alabama, a deed or other instrument establishing a record title to a Lot (the "Record Property") and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a Member (the "Record

Property Owner"). The membership of the prior Record Property Owner shall be thereby terminated, provided he is not an owner of other Record Properties in the Subdivision. Any change in ownership shall be subject to the relevant Subdivision documents, including the Declaration (as that term is defined in the Articles of Incorporation).

ARTICLE III MEMBERS' MEETINGS

3.1 Place. All meetings of the Members shall be held at such place within the County of Baldwin, Alabama, as may be stated in the notice of the meeting.

3.2 Membership List. At least ten (10) days before every election of the directors, a complete list of the Members, arranged alphabetically, shall be prepared by the Secretary. Such list shall be maintained by the Secretary of the Association and shall be open to examination by any Member at any reasonable time and on reasonable notice.

3.3 Regular Meetings.

(A) After Turnover (as defined in the Declaration), regular or annual meetings of the Members shall be held annually on a date chosen by the Board of Directors that is not a legal holiday.

(B) The purpose of the annual meeting is for electing directors and for transacting any other business authorized to be transacted by the Members. The annual meeting may be waived by agreement of two-thirds (2/3) of the voting interests of the Members, in writing.

3.4 Special Meetings.

(A) Special meetings of the Members for any purpose may be called at any time by the President, and shall be called by the President or Secretary at the request, in writing, of either a majority of the Board of Directors or twenty percent (20%) of the Members. Such request shall state the purpose of the proposed meeting.

(B) Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

3.5 Notice. Written notice of every meeting, special or regular, of the Members, stating the day, hour and place, and in the case of special meetings, the object or objects thereof, shall be emailed to each

Member at such Member's email address as shown in the books of the Association at least ten (10) days, but no more than fifty (50) days, prior to such meeting unless a Member delivers a signed, written notice to the President of the HOA that the Member will not accept notice by electronic mail. If a Member elects to not receive notice by electronic email, the Association shall mail notice of every meeting, special or regular, of the Members to the Member at such Member's mailing address as shown in the books of the Association.

3.6 Waiver of Notice. Whenever any notice is required to be given to any Member under the provisions of the Alabama Constitution, Alabama Nonprofit Corporation Law, the Alabama Homeowners' Association Act or the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

3.7 Proxies. At any meeting of the Members, each Member shall be entitled to vote in person or by proxy. However, no proxy shall be valid unless it is filed with the Secretary prior to a meeting. Proxies are only valid for the particular meeting designated therein. No proxy vote may be cast on behalf of a Member who is present at a meeting.

3.8 Vote Required to Transact Business. When a quorum is present at any meeting, the holders of a majority of voting rights present and represented at the meeting (whether in person or via proxy) shall decide any question brought before the meeting. If the question is one which requires more than a majority vote by express provision of any statute, the Articles of Incorporation, the Declaration or these Bylaws, the express provision shall govern and control the number of votes required. In all cases where reference is made to percentage of the vote of Members, percentage of the Members, or percentage of the Members for purposes of determining the vote thereof, the percentage stated shall mean the percentage of the voting rights of the Members present and represented at the meeting (whether in person or via proxy).

3.9 Quorum. Twenty-five (25%) percent of the total number of voting rights of the Association present in person or represented by proxy, shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute or these Bylaws. If a quorum is not present at any meeting, the Members present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until quorum is present. No business may be transacted at any adjourned meeting until a quorum is present. Any business may be transacted at any adjourned meeting which could have been transacted at the meeting called.

3.10 Proviso. Notwithstanding anything contained herein to the contrary, until sixty percent (60%) of the Lots in the Subdivision have been sold to the original purchasers thereof, or until Turnover, whichever shall first occur, there shall be no meeting of the Members unless a meeting is called by the Board of

Directors.

3.11 Order of Business. The order of business at annual Members' meetings and, as far as practicable, at all other Members' meetings, shall be:

- Call to order.
- Calling of roll and certifying of proxies.
- Proof of notice of meeting or waiver of notice.
- Reading and disposal of any unapproved minutes.
- Reports of officers.
- Reports of committees.
- Election of Directors.
- Unfinished business.
- New business.
- Adjournment.

3.12 Action by Written Consent. Action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Members entitled to vote with respect to the subject matter thereof. The consent shall have the same force and effect as a unanimous vote and may be stated as such in any filing instrument filed with either the judge of probate or Secretary of State. Action taken under this Section 3.12 shall be effective on the date the last consenting Member signs the consent, unless the consent specifies a different effective date.

ARTICLE IV DIRECTORS

4.1 Number. The affairs and business of the Association shall be managed by a Board of Directors, consisting of not less than three (3) nor more than five (5) persons. The number of directors shall be determined pursuant to these Bylaws. Each director shall be a person entitled to cast a vote in the Association or an authorized representative of a Member that is an entity, except for the members of the initial Board of Directors. The number of directors constituting the initial Board of Directors shall be three (3), as designated in the Articles of Incorporation.

4.2 Term. Each director shall be elected to serve a term of one (1) year or until his successor shall be elected and shall qualify.

4.3 Vacancy and Replacement. If the office of any director becomes vacant by reason of death,

resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

4.4 Nomination of Directors.

(A) The then-serving Board of Directors shall set the terms and procedures for the nomination of directors in the notice of the meeting at which the election will occur.

(B) If the Board of Directors do not provide for a nomination procedure, nominations can be made in advance of the meeting at which directors will be elected by providing notice to the Secretary of the Association or at the meeting at which directors will be elected up until the time of voting.

(C) Any Member or authorized representative of an entity that is a Member may nominate himself as a candidate for the director position. Any Member or authorized representative of an entity that is a Member may nominate another Member as a candidate for the director position as long as the candidate is willing to serve as director.

4.5 Election of Directors. Election of directors shall be conducted in the following manner.

(A) Directors shall be elected at the annual meeting of the Members.

(B) The election shall be by secret ballot (unless dispensed with by unanimous consent). The nominees receiving the greatest number of votes cast shall be elected to the Board.

4.6 Removal. Directors may be removed for cause by an affirmative vote of sixty-seven percent (67%) of the voting interests of the Members that are entitled to vote for the election of such Director. Except with respect to the initial Board of Directors, (a) no director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever, (b) no authorized representative of a Member that is an entity shall continue to serve on the Board if, during his term of office, the entity's membership in the Association shall be terminated for any reason whatsoever, and (c) no authorized representative of a Member that is an entity shall continue to serve on the Board if, during his term of office, the entity revokes his status as an authorized representative thereof or his status as an authorized representative of such entity is otherwise terminated.

4.7 Powers and Duties of Board of Directors. All of the powers and duties of the Association

under Alabama law shall be exercised by the Board of Directors, or its delegate, subject only to approval by the Members when such approval is specifically required by law or by the Association's governing documents. The powers and duties of the directors shall include, but are not limited to, the following:

- (A) To make and collect an annual maintenance charge against Members to pay the expenses incurred by the Association in carrying out the objectives and purposes of the Association.
- (B) To suspend a Member's right to use facilities or services provided directly by or through the Association for the nonpayment of assessments to the extent that access to the Member's Lot is not denied.
- (C) To use the proceeds of assessments in the exercise of its powers and duties.
- (D) To enjoin or seek damages from the Members for violation of these Bylaws, the Declaration and the terms and conditions of any rules and regulations applicable to the use of the Subdivision or any portion thereof.
- (E) To assess reasonable penalties against a Member or tenants of a Member as permitted by Section 35-20-11 of the Alabama Code (1975); provided, however, that before doing so, the Board of Directors shall have a hearing upon such matter and shall provide the Member or Members or tenant of a Member or Members against which it seeks to assess penalties with at least ten (10) days written notice of such hearing stating the date, time and place of such hearing. Proceedings before the Board of Directors shall be informal, without technical rules of evidence, and each party aggrieved and/or charged shall be entitled to be present in person and/or by their attorney, and to be heard. The Board of Director's determination shall be dispositive in the event of any disagreements concerning violations, including without limitation, disagreements regarding the proper interpretation and effect of these Bylaws and any rules and/or regulations of the Association.
- (F) To employ and contract with service contractors in connection with carrying out the objectives and purposes of this Association.
- (G) To adopt and publish Rules and Regulations governing the use of the common areas and facilities within the Subdivision, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.
- (H) To maintain a class action, and to settle a cause of action, on behalf of Record Property Owners with reference to the common areas, the roof and structural components of a building or

other improvement, and mechanical, electrical and plumbing elements serving an improvement or a building; and to bring an action, and to settle the same, on behalf of two (2) or more of the Record Property Owners their respective interests may appear, with respect to any cause of action relating to the common areas; all as the Board deems available.

(I) To elect the officers of the Association and otherwise exercise the powers regarding officers of the Association as set forth in these Bylaws.

(J) To determine who shall be authorized to make and sign all instruments on behalf of the Association and the Board.

(K) To employ a management agent or manager, at a compensation established by the Board, to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in this Section.

(L) To take appropriate action to enforce the provisions of the Declaration, any rules and regulations adopted by the Association, and the Bylaws. In connection with same, the Board is authorized to file or defend appropriate suits or request for arbitration filed under any of said instruments, acts or provided for by the laws of Alabama.

(M) To employ attorneys, accountants, and other persons or firms reasonably necessary to carry out the provisions of the Declaration, Bylaws and Articles of Incorporation of the Association and the Rules and Regulations.

4.8 Eligibility. A person who is delinquent in the payment of any fee, fine, or other mandatory obligation to the Association for more than ninety (90) days is not eligible for Board membership. A person who has been convicted of any felony in Alabama or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Alabama, is not eligible for Board membership unless such felon's civil rights have been restored for at least 5 years as of the date on which such person seeks election to the Board.

4.9 Annual Statement. The Board will present a full and clear statement of the business and condition of the Association and an account of the financial transactions of the past year at the annual meeting of the Members.

4.10 Compensation. The directors shall not be entitled to any compensation for service as directors, but directors may be reimbursed for approved out-of-pocket expenses incurred on behalf of the

Association.

ARTICLE V DIRECTORS MEETINGS

5.1 Organizational Meetings. The first meeting of each new Board elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected or as soon thereafter as may be practicable. The annual meeting of the Board shall be held at the same place as the general Members' meeting.

5.2 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

5.3 Special Meetings. Special meetings of the Board may be called by the President on five (5) days' notice to each director. Special meetings shall be called by the President or Secretary in like manner and on like notice upon the written request of one-third (1/3) of the directors.

5.4 Waiver of Notice. No written notice of a Board meeting shall be required if all of the directors meet by unanimous consent. The directors may, by resolution duly adopted, establish regular monthly, quarter-annual or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Board shall be required. Any required notice may be waived in writing signed by the person entitled to such notice whether before or after the time stated therein.

5.5 Quorum. A quorum at a directors' meeting shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present, shall constitute the act of the Board, except when approval by a greater number of directors is required by statute or by these Bylaws.

5.6 Adjourned Meetings. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called, may be transacted without further notice.

5.7 Joinder in Meeting by Approval of Minutes. The joinder of a director in any action taken at a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such

director for the purpose of determining a quorum.

5.8 Presiding Officer. The presiding officer of a directors' meeting shall be the President of the Association. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

5.9 Action Without a Meeting. Action required or permitted to be taken at a Board meeting may be taken without a meeting if the action is taken by all members of the Board. The action must be evidenced by one or more written consents describing the action taken, signed by each director, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section 5.9 shall be effective when the last director signs the consent, unless the consent specifies a different effective date.

ARTICLE VI OFFICERS

6.1 Officers. The executive officers of the Association shall be a President, Vice President, Treasurer and Secretary, each of whom shall be elected at the annual meeting of the Board of Directors. The Board may elect more than one Vice President. The Board may appoint such other officers and agents that it may deem necessary, who shall hold office at the pleasure of the Board and have such authority and perform such duties as from time to time may be prescribed by said Board.

The initial officers are as follows:

President:	James M. Brown
Secretary:	Angie Burns
Vice President/Treasurer:	James M. Brown

6.2 Qualification. Except with respect to the office of the Secretary, no person shall be entitled to hold office except a Member or an authorized representative of a Member that is an entity. The President and Vice President must be members of the Board.

6.3 Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of sixty-seven percent (67%) of the voting interests of the Members. Notwithstanding the foregoing, (a) no officer that is a Member shall continue to serve as an officer of the Association if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever, (b) no authorized representative of a Member that is an entity shall continue to serve as an officer of the

Association if, during his term of office, the entity's membership in the Association shall be terminated for any reason whatsoever, and (c) no authorized representative of a Member that is an entity shall continue to serve as an officer of the Association if, during his term of office, the entity revokes his status as an authorized representative thereof or his status as an authorized representative of such entity is otherwise terminated.

6.4 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the Members and directors; shall be an ex-officio member of all standing committees; shall have general management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect.

6.5 Secretary.

(A) The Secretary shall keep the minutes of the Members' meetings and of the Board of Directors' meetings in one or more books provided for that purpose. Resolutions shall be maintained in one such minute book.

(B) The Secretary shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

(C) The Secretary shall be custodian of the corporate records and of the seal of the Association.

(D) The Secretary shall keep a register of the post office address of each Member, which shall be furnished to the Secretary by such Member.

(E) In general, the Secretary shall perform all duties incident to the office of the Secretary and such other duties as may be assigned to him by the President or by the Board of Directors.

6.6 Vice President. The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

6.7 Treasurer. The Treasurer shall be vested with all powers, and shall be required to perform all of the duties, as may be prescribed by the Board of Directors.

6.8 Vacancies. If any office becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining directors by a majority vote may choose a successor or successors who shall hold

office for the unexpired term.

6.9 Resignations. Any director or other officer may resign his office at any time. Such resignation shall be made in writing, to the Secretary, and shall take effect at the time of its receipt by the Association, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

6.10 Compensation. The compensation, if any, of all employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association.

ARTICLE VII LIABILITY

7.1 Liability. The Association assumes no responsibility for injuries sustained by or damages resulting from the acts or omissions of Members or contractors of the Association.

7.2 Conflicts of Interest. No contract or other transaction between the Association and one or more of its directors, officers or any other corporation, firm, association or entity in which one or more directors or officers of the Association are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest. Any director of the Association, or any corporation, firm, association or entity of which any director or officer of the Association is a director or officer or is financially interested, may be a party to, or may have a pecuniary or other interest in such contract or transaction shall be disclosed or known to the Association Board at the meeting of the Association Board or a committee thereof which authorizes, approves or ratifies such contract or transaction and, if such fact shall be disclosed or known, any director or officer of the Association so related or interested. Any director or officer of the Association may vote on any contract or other transaction between the Association and any affiliated corporation without regard to the fact that he or she is also a director or officer of such affiliated corporation.

ARTICLE VIII AMENDMENT OF BYLAWS

8.1 Bylaws. The Bylaws of the Association may be altered, amended or repealed by a majority vote of the Directors.

**ARTICLE IX
CONFLICT**

9.1. Conflict. In the event there shall exist a conflict between these Bylaws and the Articles of Incorporation, the Articles of Incorporation shall govern. In the event there shall exist a conflict between these Bylaws and the Declaration, the Declaration shall govern. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Bylaws and the Alabama Association Act (Title 35, Chapter 20, Code of Alabama 1975, as amended from time to time (the "HOA Act")), then the provisions of the HOA Act shall at all times control.

**ARTICLE X
COMMUNICATIONS AND RECORDS**

10.1 Budget. The Board of Directors shall, beginning with the year 2021, adopt an annual budget for the Association for each calendar year on or before December 31 of the preceding calendar year. A copy of the budget shall be provided to Members following its adoption. If the Board of Directors fails to adopt an annual budget for any particular year, the Association shall operate using the most recent budget that has been properly adopted until such time as the Board of Directors adopts a new budget.

10.2 Communications. The Association shall establish and maintain an efficient method of communication with the Members, which may include, but is not limited to, U.S. mail, electronic mail, and/or the use of an Association owned website. Notwithstanding the foregoing, the Association shall have the right to provide all notices and other communications to the Members required under the Articles of Incorporation, the Declaration, these Bylaws, the Alabama Nonprofit Corporation Law (and any successor thereto), and/or the Alabama Homeowners' Association Act (and any successor thereto) by electronic email unless a Member delivers a signed, written notice to the President of the Association that the Member will not accept notice by electronic mail. In such an event, the Association shall provide all such notices and other communications to such Member via United States mail at such Member's mailing address as shown in the records of the Association.

10.3 Records. The Association shall compile, organize, and maintain full and complete records of the Association, which will be available to any Member upon request within a reasonable time, not to exceed thirty (30) days from the date of the request, and upon the payment of reasonable associated costs. The Association, acting through its officers, may provide the records and information in paper or electronic form or direct the Member to the location of any public record containing the record or information sought by such Member.

NOTWITHSTANDING ANYTHING IN THESE BYLAWS TO THE CONTRARY, ALL PROVISIONS HEREIN ARE SUBJECT TO THE RIGHTS OF HERCULES INVESTMENTS, LLC AS SET FORTH IN THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS OF COTTAGES AT TANNIN.

IN WITNESS WHEREOF, we, being all of the directors of Cottages at Tannin Owners Association, Inc., have hereunto set our hands this 9 day of June, 2020, and certify that these are the duly adopted Bylaws of Cottages at Tannin Owners Association, Inc.



JAMES M. BROWN



ANGIE BURNS



RICHARD E. DAVIS

THIS INSTRUMENT PREPARED BY:

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115442.WPD

EXHIBIT "C"
**to Declaration of Easements, Covenants and Restrictions
of Cottages at Tannin**

COTTAGES AT TANNIN

**RULES GOVERNING THE USE OF THE POOL, RECREATION AND
COMMON AREAS OF
COTTAGES AT TANNIN OWNERS ASSOCIATION, INC.**

Though Cottages at Tannin is part of the Village of Tannin,
the Cottages at Tannin pool is strictly for the Cottages at
Tannin and is not available for use by owners, occupants, etc.
of any other part of the Village of Tannin.

Pool Hours are from 9:00 a.m. to 10:00 p.m.

NO LIFEGUARD ON DUTY - SWIM AT YOUR OWN RISK

1. Any and all rules governing the use of the Pool, Recreation and Common Areas of Cottages at Tannin Owners Association, Inc. will be determined and enforced by the Board of the Cottages at Tannin Owners Association, Inc. (hereinafter referred to as "the Board" and/or "the Board of the Homeowner's Association". The Board has complete unilateral authority to set forth and/or change any and all rules governing the use of the Pool and its surrounding area as it sees fit to do so in its function to protect and preserve Cottages at Tannin Owners Association, Inc. (the "Association") assets for the use and enjoyment of all residents of the Association. In addition to setting rules for the use of the Pool and its surrounding area, the Board has the authority to limit or suspend for a period of time the pool privileges of residents who violate these rules.

2. Admittance permitted only to residents in good standing, and their accompanied guests.
3. No children under the age of 15 will be permitted in the fenced pool area without a parent or guardian (19 years or older) present.
4. All children must be supervised. Children who are not toilet trained must wear swim diapers along with plastic-lined or rubber swim pants in the pool.
5. Shower before entering the pool.
6. Bathing suits must be worn in the Pool. Cut-offs, street clothes and inappropriate swim wear, including, but not limited to, thong bathing suits, are not allowed in the pool. In cases of dispute, the Board will decide the determination of whether or not something is appropriate swim wear.
7. No person with skin, ear, nasal infection, or communicable disease is allowed in the pool.
8. Water wings, children's small round floats, snorkel tubes, face masks, and water fitness equipment are permitted in the pool. Extra-large flotation devices and toys not specifically made for use in pools are not allowed.
9. No horseplay in the pool area, such as running, pushing, jumping in the pool onto others, dunking, or holding others under the water.
10. Spitting, spouting of water, blowing the nose, etc. in the pool is prohibited.
11. Solo swimming by anyone younger than 19 years of age is not permitted. ANYONE 19 YEARS OR OLDER WHO CHOOSES TO SWIM SOLO DOES SO AT HIS OR HER OWN RISK.
12. Diving is not permitted. The pool is not of sufficient depth to dive safely.

13. No pets, bicycles, skateboards, roller blades, or skates are allowed in the pool area.
14. No glass of any kind is permitted in the pool area.
15. Radio volume must be kept to a minimum at all times and no loudspeakers are allowed without first receiving written permission from the Board.
16. No foul, profane or abusive language will be tolerated.
17. No items belonging to the Association shall be removed from the pool or amenity area without first receiving written permission from the Board.
18. Any food or drink items taken into the pool or surrounding area must be removed by the individuals who brought them in. Place all trash in the designated containers.
19. No alcoholic beverages or drugs will be permitted in the pool, the pool area, or any of the recreational areas of the Association.
20. The health and safety of the Association residents and their guest in and around the pool areas are ultimately their own responsibility. The Association assumes no responsibility for the loss or damage to personal property or any accident or injury that occurs in or around the pool and the bathhouse.

**RESPONSIBILITIES OF MEMBERS OF
COTTAGES AT TANNIN OWNERS ASSOCIATION, INC.**

1. All members assume responsibility of all loss or damage to personal property. Cottages at Tannin Owners Association, Inc. (the "Association") will not be responsible for any loss or damage to personal property.
2. Members will be responsible to the Association for any debts, damages or breakage caused by them, their dependents or guests.
3. Association members covenant and agree to report, in writing, to the Board any violations of these rules and regulations, including complaints of a member's or guest's conduct.
4. Infractions of any pool rules can result in suspension of pool privileges.
5. Members who bring to the pool anyone who lives within the Association who is not in good standing (i.e., past due on dues or below suspension of privileges) will be subject to suspension of pool privileges.
6. Vandalism and/or destructive behavior by anyone using the pool or any of the common areas will not be tolerated. Individuals committing or participating in such behavior will be subject to suspension of pool privileges and possible prosecution under applicable law.
7. All members are responsible to be aware of these rules and regulations and to adhere to them at all times.
8. All members covenant and agree that from time to time, as the Board sees fit, these rules will be changed and or new rules added to ensure sound management practices of the pool and amenity areas.

THIS INSTRUMENT PREPARED BY RICHARD E. DAVIS, DAVIS & FIELDS, P.C., POB 2925, DAPHNE, ALABAMA
36526 251-621-1555
115431.wpd