

AMENDED AND RESTATED BYLAWS OF
PLANTATION PARK PROPERTY OWNERS ASSOCIATION, INC.

PLANTATION PARK PROPERTY OWNERS ASSOCIATION, INC., an Alabama Corporation (hereinafter Plantation Park) does by this Amended Bylaws Applicable for PLANTATION PARK PROPERTY OWNERS ASSOCIATION, INC, a Subdivision (this "Bylaws") MAKE, PUBLISH and DECLARE AS FOLLOWS:

RECITALS:

A. PLANTATION PARK PROPERTY OWNERS ASSOCIATION, INC., an Alabama Corporation, filed for record certain maps or plats of PLANTATION PARK PROPERTY OWNERS ASSOCIATION, INC. recorded in the Baldwin County Probate Court Records; All real property shown on the maps or plats described in this paragraph is collectively sometimes referred to in this Declaration as "PLANTATION PARK."

B. Bylaws for PLANTATION PARK PROPERTY OWNERS ASSOCIATION, INC are dated October 9, 1997, and are recorded on October 24, 1997, in Misc Book 0095, Page 1810, in the records of the office of the Judge of Probate, Baldwin County, Alabama.

NOW THEREFORE, Declarant hereby declares that all of the real property described above shall be held, sold, and conveyed subject to bylaws set forth herein, which are for the purpose of protecting the value and desirability of said real property and which shall run with the real property and be binding on all parties having any right, title, or interest in the described property, or any part of thereof, and upon all persons deriving title to any of the real property described above, and their respective heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

ARTICLE ONE
OFFICES

The principal office and mailing address of Plantation Park Owners Association, inc., shall be 5 miles east of Highway 59, Elberta, Alabama, with its mailing address being Plantation Park Property Owners Association, Inc. PO Box 517 Elberta, Alabama 36530. The corporation may also have offices in such other places as the board of directors may from time to time appoint or the business of the corporation may require.

ARTICLE TWO MEMBERS MEETING

2.1 All meetings of the members shall be held at Plantation Park. 5 miles east of highway 59 Elberta, Alabama. PROVIDED, HOWEVER, that meeting of the members may be held at such other place within the state of Alabama may be selected by the board of directors upon notice, to all members of record of the time and place of holding such meeting.

2.2 At all meetings of the members of the association, there shall be recognized one vote for each residential lot. Each lot owner, or group of owners of a lot, if more than one, shall advise the secretary of the association of the name of the person entitled to exercise such vote and the secretary shall enter such name in a book kept for that purpose. The association shall be entitled to rely on such advice and shall recognize as entitled to cast lot votes only those persons who have been so designated as voters, notwithstanding that persons other than those so designated shall have various interest of ownership in the individual lots from time to time. The majority of the owners of a lot may redesignate, at any time, any person, whether or not an owner, as the person entitled to exercise the votes of that lot by so notifying the secretary of the association, in writing. The association shall recognize only the votes of the last person so designated, in writing, by a majority of the owners of each lot.

2.3 There shall be an annual meeting of the members of the association held each year during the month of November, the date of which shall be set by the board of directors. Notice of the date, place and time of each annual meeting shall be mailed to each member (whether or not so designated as a voting member) by the secretary, by first class mail, not less than ten (10) or more than sixty (60) days prior to the meeting. Notice mailed to a members last known address as shown on the association records shall be deemed sufficient...The members shall have and assume resposnsisblity to notify the association's secretary of their current mailing address.

2.4 At the annual meeting the voting members shall elect officers and directors and transact such other business as may properly be brought before the meeting.

2.5 The majority of the voting representatives of the members of Plantation Park Property Owners Association, inc. present in person or by proxy shall constitute a quorum at all meetings of the members for the transaction of business.

2.6 At each meeting of the members every voting representative shall be entitled to cast the vote attributable to the lot he represents, to be cast in person, or by proxy appointed by instrument in writing. The votes for officers and directors. And upon the demand of any member any questions before the meeting shall be by secret ballot. All elections shall be had and all questions decided by a majority vote. Members who are not voting representatives shall be recognized and allowed to participate in the discussion regarding all questions which may come before the meeting.

2.7 Special meetings of the members may be called by the president or three directors. All such requests for special meetings, and all notices thereof, shall state the purpose of the proposed meeting. The place of the meeting shall be stated within the notice of the special meeting.

ARTICLE THREE BOARD OF DIRECTORS

3.1 The property and business of this association shall be managed by its board of directors, which shall never be less than three in number.

3.2 Directors shall not receive any salary for their services, but by resolution of the board of directors, they may be reimbursed for their expenses. If any, at each regular or special meeting of the board of directors

3.3 Any one or more of the directors may be removed, either with or without cause, at any time by vote of more than two thirds (2/3) of the directors then holding office. In the event of such removal, the removed director or directors and all association members shall be notified by first class mail and his/her of their successor or successors shall be chosen in the manner prescribed by Article Six of these bylaws.

3.4 there shall be regular meetings of the board of directors at least once a year, as the directors so elect, and immediately prior to and following all meeting of the members.

3.5 At their first meeting, the directors shall designate the time, place and frequency of their regular meetings and no further notice thereof shall be required so long as the time and place remains unchanged. Special meetings of the board of directors may be called upon three days notice to each director either personally or by mail.

3.6 At all meetings of the board of directors, a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of the majority of the directors present at any meeting, at which there is quorum, shall be the act of the board of directors.

3.7 The board of directors may by resolution appoint one or more standing committees. Consisting of two or more of their number, for the handling of routine business. Such committees may negotiate for and on behalf of the association, but only a quorum of the board of directors, meeting in the manner set forth herein, or the president, acting pursuant to instructions of the board of directors, shall have the authority to bind the association on any contract.

3.8 The board of directors shall have an access and collect funds from the members on a basis as determined by the board and shall utilize such funds to pay for the common expenses of Plantation Park. Such expenses shall include but shall not be limited to, the lighting of common areas and grounds, and the regular maintenance and service of all of the common recreational and mechanical components, common fencing, common security, common club house and

facilities of the residential community property. If the common elements are ever required to be listed for taxation, the board of directors shall be responsible for doing all things necessary for compliance with such law. Any surplus of funds so assessed in excess of such expense at the end of any accounting period shall be retained by the association.

3.9 The association may NOT arrange or be responsible for utilities or services benefiting solely private individual lots of Plantation Park.

3.10 The board of directors shall have power to:

(a) Adopt and publish rules and regulations governing the uses of the common areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties of the infraction thereof;

(b) Suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of ANY assessments levied by the association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations.

(c) Fix the amount of the annual/quarterly assessment against each residential lot at least 30 days in advance of each annual assessment period and foreclose the lien against any property for which assessments are not paid within 180 days after due date or to bring an action at law against the owner personally obligated to pay the same, as the same is more fully set out in the declaration;

(d) Cause the common areas and common facilities to be maintained.

ARTICLE FOUR OFFICERS

4.1 The officers of the association shall consist of a president, vice president and secretary, and such other officers and assistant officers as may be deemed necessary by the board of directors. The offices of president and secretary may not be held by the same individual, but all other officers may be combined in any manner the board seems fit. The officers must be a member of Plantation Park Property Owners Association, Inc.

4.2 The board of directors may appoint such other officers or agents as they shall deem necessary, who shall hold their offices for such time and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

4.3 The officers of the association shall hold office until their successors are chosen and qualify in their stead. Any officers elected by the members may be removed at any time by the affirmative vote of two thirds (2/3) of the board of directors. In the case of such removal of one or more officers their successor or successors shall be elected in accordance with the provisions of Article 6 of these bylaws.

4.4 THE PRESIDENT- the president shall be the chief executive officer of the association. He or she shall, preside at all meetings of the members and directors, and shall have supervision and management of the business of the association and shall see that all orders and resolutions of the board of directors are carried into effect.

4.5 The president shall have authority to execute contracts, notes, mortgages, bonds and other conveyances of property of the association only upon resolution of the board of directors, and the seal of the association must be affixed to such instruments and attested by the secretary. The president shall insure that at least three persons be bonded for an amount determined by the board for the purpose of signing checks and that at least two names appear on each issued check.

4.6 THE VICE PRESIDENT- the vice president shall, in the absence or disability of the president, perform the duties and exercise the power of the president and shall perform such other duties as the board of directors shall prescribe.

4.7 THE SECRETARY- The secretary shall attend all sessions of the Board of Directors and meeting of the members, and shall record all votes and minutes of all meetings in a book to be kept for that purpose. He or she shall give or cause to be given notice of all meetings of the members and of the Board of Directors, as may be required by the Bylaws. The secretary shall keep and file the members designations of the names of their voting representatives, and all proxies presented to the association, in separate file folders corresponding to each lot of plantation park land shall also keep a separate file or book listing all current voting representatives and proxy holders, to the end that the names of all persons currently entitled to vote at members meetings may be ascertained by references to a single file or book. The secretary shall be custodian of the association seal, and when authorized by the board of directors shall affix the seal of the association to any instrument requiring it, attesting the same by his or her signature. The secretary shall perform such other duties as the board of directors may prescribe.

4.8 THE TREASURER- the treasurer shall have custody of all of the associations funds and securities and other property, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the association and shall deposit all monies and other valuable effects in the name of and to the credit of the association in such depository as may be designated by the board of directors. All checks must be signed by the president and treasurer, or such other persons as the board of directors may from time to time designate. The treasurer shall render to the board of directors at regular meetings of the board of directors whenever required an account of all financial conditions of the association. The treasurer shall perform such other duties as the board of directors shall prescribe.

(a) The secretary and treasurer may be one and the same person

(b) The treasurer shall be responsible for keeping the maintenance of accounting in accordance with the generally accepted accounting principles open to inspection by lot owners at reasonable times. Such records shall include:

- A record of all receipts and expenditures;

- An account for each lot, setting forth any shares of common expenses or other charges due, the due dates thereof, the present balance due and any interest in common surplus.

4.9 REGISTERD AGENT- the registered agent shall maintain the associations mailing address, shall report the same to the Alabama secretary of state, as required by law and shall report all association communications received by him or her to the association's board of directors. The registered agent must be a resident of the state of Alabama. The name and address of the registered agent of plantation park property owners association in, as of the date of these by laws is: Amy Trombley, 9523 Redfish Drive Elberta Alabama 36530 c/o Plantation Park property owners association, Inc. PO Box 517 Elberta Alabama 36530

ARTICLE FIVE BUILDING COMMITTEE

There shall be a building committee, consisting of not less than three persons nor more than five, who shall review all plans for building any structure located in Plantation Park to assure that the same complies with the recorded restrictions and easements and shall be an attractive addition to the residential community.

ARTICLE SIX VACANCIES

If the office of any director or officer, one or more, become vacant by reason of death, resignation, retirement , disqualification, removal from; office, or otherwise, the directors then in office, although less than a quorum, by majority vote may choose a successor who shall hold office for the unexpired term in respect of which such vacancy occurred.

ARTICLE SEVEN NOTICES

Whenever under the provisions of these bylaws notice is required to be given to any director, officer or member, it shall not be construed to require personal notice, but such notice may be given in writing, by mail.

ARTICLE EIGHT WAIVERS

The notices of meetings herein required may be waived by the members, in writing, and the members may act for and on behalf of the association by written agreement without meetings; however, in all such cases, whether with respect to waivers of notice or with respect to action by agreement without meetings, the decisions of the members to proceed must be unanimous.

ARTICLE NINE ASSESSMENTS

Each lot owners is obligated to pay to the association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made.

Any assessments which are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum, and the association may bring an action at law against the lot owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys fees of any such action shall be added to the amount of such assessment.

No lot owners may waive or otherwise escape liability for the assessment provided for herein by non use of the common area or abandonment of his/her lot.

ARTICLE TEN AMENDMENTS

These bylaws may be altered or amended by the affirmative vote of three fourth (3/4) of the units of membership of PLANTATION PARK PROPERTY OWNERS ASSOCIATIONS, INC., PROVIDED, that notice of the proposed alteration or amendment be contained in the notice of the meeting at which such an alteration or amendment is proposed; and these by laws may also be altered or amended by the affirmative vote of a majority of the board of directors by resolution adopted at a regular or special meeting of the board of directors PROVIDED, HOWEVER, that no change in the time or place for the election of directors or officers shall be made within thirty (30) days next before the day on which such election is to be held; and in case of any changes of such time, or place, notice thereof shall be given to each member in person or by letter mailed this last known address at least ten (10) days before the election is held.

No amendment may change, or alter a private individual lot without the an affirmative vote of 3/4 of the units of plantation park OR a majority vote of the board of directors if 3/4 of the units are unavailable or absent via in person or by proxy during a special or yearly meeting of homeowners.

ARTICLE ELEVEN PROPERTY SUBJECT TO MANAGEMENT AND ADMINISTRATION OF COMMON AFFAIRS BY PLANTATION PARK PROPERTY OWNERS ASSOCIATION, INC

Plantation Park consists of seventy eight (78) lots developed for "single family" dwellings. common property owned by the property owners association consist of the following: pompano drive; developed portion of "mullet drive"; redfish drive; waterfront recreation park; recreation park; sewer mains and pumping station; access walk-ways to parks; utility right -of -ways; perimeter fence; entrance ways (pompano and redfish) and includes unnamed property i.e. maintenance equipment

ARTICLE TWELVE PLANTATION PARK RESTRICTIONS

The following restrictions shall apply for the entire subdivision known as Plantation Park in Elberta; Baldwin County, Alabama. The purchaser means all purchasers, their heirs, successors and assigns.

(A) Lots may be used only for the purposes as set forth in the recorded plat and shall be subject to recorded restrictions applicable to the lots on said plats except the Declarant reserves the right to erect and use such structures as may be necessary for association purposes on any lot

(B) Commercial "at home" business's are permitted in Plantation Park as long as the following are met:

1. No signs on the property advertising business (vehicle decals are acceptable for advertising purposes)
2. No customer traffic is permitted in Plantation Park; no customer parking, no customer traffic is allowed of any kind

(C) No purchaser may subdivide a recorded lot or parcel unless approved by the board directors, in writing, prior to say "subdivision" and such "subdivision" must comply with all applicable ordinances, restrictions and regulations.

(D) All building plans, improvements including but not limited to, storage buildings, fences, carports, porches and decks, type of materials and location on the lot must be approved by the building committee and must comply with any existing local building codes, recorded restrictions, or regulations in force at the time of construction with other regulations as are or may be promulgated by the association.

(E) No waste, refuse or litter shall be permitted to remain on any lot in Plantation Park. No outside toilets are allowed except a written permit may be issued by the appropriate authorities for temporary basis during construction if necessary. All plumbing facilities are required to be connected to a central sewer system - **No individual sewer disposal system shall be allowed**

(F) No open burning of any kind is allowed except as may be permitted in accordance with environmental and health regulations. No noxious or offensive activities may be permitted on any lot, nor shall anything be done there on which shall be or become an annoyance or nuisance to the neighborhood, and this association shall be complete and final.

1. No aluminum foil or cardboard allowed on windows or doors
2. All mailboxes must be clearly numbered

(G) No animals or fowl shall be kept or maintained on said lots except customary household pets in reasonable numbers. No pet shall be permitted to run loose. Leashing of animals must be observed in Plantation Park. The walking of pets to relieve themselves will be confined to the respective owner's lot. Solid waste material must be placed in water proof containers with tight fitting covers to control rodents, flies, obnoxious odors, etc. and must be disposed of.

1. Plantation Park Homeowners Association is not responsible for any pet that may cause injury to homeowners or their guests.
2. Plantation Park Homeowners Association is not responsible for any pet that may cause damage to any homeowner's property or guest property, which includes vehicle damage, property damage or damage to other possessions.

(H) The speed limit in Plantation Park is 10mph. no speeding allowed for the safety of our owners and owners guests.

1. No off-road vehicles allowed in Plantation Park, with the exception of golf carts. No three wheelers, go carts, or "loud motor" or "loud muffler" vehicles permitted.
2. No parking on the streets is allowed; traffic must be able to flow freely.
3. No stripped down, partially wrecked or junked motor vehicles or sizable part thereof, and no discarded or abandoned materials or vehicles of any kind shall be permitted to be parked or stored upon any lot or along any service driveway street; Or community property within plantation park. All vehicles shall bear a current license plate and have a current registration and be operational. No owner or tenant shall allow anyone to repair any motor vehicle, boat or other vehicle upon any lot or the common properties except, for emergency repairs there to and then and only to the extent necessary to enable the movement there of to the proper repair facility permitted by appropriate local authorities
4. Tanks for the storage of heating and cooking fuel installed on any lot shall be either buried below the surface of the ground or screened to the satisfaction of the associations by fencing or shrubbery.

(I) Every outdoor receptacle for ashes, trash, rubbish or garbage shall be placed in an area to be screened by fencing or shrubbery so as not to be visible from any street, service driveway , community property or other to within plantation park at all times.

1. All receptacles shall be placed on the corner of driveway no more than 24 hours before trash pickup or to be moved off of corner no later than 24 hours after trash pickup.

(J) Rental properties in Plantation Park are permitted with the following guidelines:

1. Homeowner must notify Plantation Park Homeowners association Board Secretary of renters name and leasing term.
2. Homeowners must notify Board Secretary of any properties renting in Plantation Park
3. Renter must abide by Plantation park bylaws and rules/regulations; Owner shall have Renter sign that they have received a copy of the bylaws and rules/regulations, and provide a copy of said acknowledgment to the Board Secretary.
4. Homeowners will be held accountable for violations of the bylaws by renters within plantation park subdivision.
5. All "rent to own" properties will be invoiced to the proper deed owner of the lot, the person holding the deed, pays insurance premiums and taxes.

(K) All lots and ditches between lot and shoulder of the road must be maintained by the lot owner in a tidy and satisfactory manner and should said property not be properly maintained, the association may provide such maintenance as it deems necessary and purchasers agree that cost for same shall be paid by him upon billing by the association.

1. Installation of all culverts must be approved by the building committee.
2. All open areas shall be seeded so as to prevent erosion.
3. the association board of director personnel is granted the right to enter upon any lot to perform work on the same for the purpose of improving its general performance, if, in its sole judgment the board of directors has deemed the appearance of the lot to be substandard and all costs for said maintenance shall be assessed to the individual lot owner.

(L) No discharge of firearms or hunting is permitted within the subdivision nor shall anyone make use of any lot in violation of any laws, ordinances or regulation of any governmental body or governmental agency.

(M) No purchaser shall allow his lot to be used in such a manner as will increase the insurance rate of another lot owner or the common properties of the association.

(N) The developer has conveyed the common areas and roadways to the association in fee simple for these, enjoyment and convenience of all members of the association, each lot in plantation park is hereby declared to have, subject to the provisions of this declaration, a non exclusive easement over all of the common areas for the benefit of such lot in the subdivision, the purchaser of such lot and each of them, and for their respective families, guests, invites, tenants and contract purchaser, for recreational and other appropriate intended purposes and uses and without limiting the generality of the foregoing, for ingress and egress over and through the common area, in furtherance of the establishment of this easements, the individual grant deeds and mortgages to each lot in the subdivision may, but shall not be required to, set forth the foregoing easement. No one shall block or obstruct the common way of ingress or egress to other lots or the common area. Except as otherwise provided for herein, the common areas may be alienated, released, transferred, hypothecated or otherwise encumbered only with the written approval all owners and each holder of a first mortgage on any lot in the subdivision.

(O) Each lot in Plantation Park is hereby declared to have an easement over all adjoining lots and the common area for the purpose of accommodating any encroachment due to engineering error, errors in original construction, settlement or shifting of the building, or any other similar causes, and any encroachment due to building over hand or projection. There shall be valid easements for the maintenance of said encroachment so long as they exist, and the rights and obligations of purchasers shall not be altered in any way by any encroachment, settling or shifting, provided, however, that in no event shall a valid easement and encroachment be created in favor of all purchasers or owners if said encroachment occurred due to the willful act or acts with full knowledge of said purchaser. In the event of structure or any lot or in the subdivision is partially or totally destroyed, and then repaired or rebuilt, the purchaser or each lot agree that

minor unintentional encroachment over adjoining lots shall be permitted and that there shall be a valid easement for the maintenance of said encroachment so long as they shall exist.

(P) There is here by reserved to the association, or their duly authorized agent, representatives and managers, such easements as are necessary to perform the duties and obligations of the association, as are set forth in this declaration and in the articles of incorporation, and bylaws of the association

(Q) The board of directors reserved the right to grant easements, both temporary and permanent to all public authorities and utility companies over any part of the common areas described herein or added hereafter.

(R) the property owners association reserves for itself its licenses, its successors and assigns, perpetual easements ten (10) feet along both sides of all road right of ways and seven (7) feet along the side and ten (10) feet along the rear lines of each lot, except as granted by the declarant for unique land usage requirements, or as restricted by the Army Corp. of Engineers, or aggress over such easements for the purpose of installing, operating and maintain all type of utilities, drainage ditches, and appurtenances thereto, and the right to trim or remove any trees or shrubs necessary for the above purpose. Except, where a lot owner or two or more adjoining lots constructs a building which will cross over through a common lot line, said consolidated lot shall not be subject to the aforementioned seven (7) foot easements along the line common to lots, except in cases where adjoining lots are back to back, provided that such building shall be placed thereon prior to the use of this easements for one of the foregoing purposes.

(S) Each of these easements provided for in this declaration shall be deemed to be established upon the recordation of this declaration, and shall henceforth be deemed to be covenants running with the land for the use and benefit of the lot, and the subdivision as the case may be, superior to all other encumbrances applied against or in favor of any portion of the properties which is the subject to this declaration.

(T) No drilling, refining, quarrying, storage or mining operation of any kind shall be permitted on any lot, with the exception of water well.

(U) No construction or dredging is permitted on or in Mifflin creek, its shores or tributaries, or on government land, except by permission of the US Army Corp. of Engineers or similar government agency which may have jurisdiction of or over the type of construction or work performed. All construction such as decks, porches, walkways, or constructions approved by the aforementioned corp. of engineers shall be of treated lumber and design and must be approved by the building committee.

ARTICLE THIRTEEN
MANUFACTURED HOME RESTRICTIONS.

- A. Manufactured homes defined as: a factory prefabricated one family dwelling unit or multiple units of vehicular portable design built on a special trailer chassis, having permanent metal frame under carriage with axles, wheels and pull yoke which are transported to the site. The home must meet wind zone 2 standards defined in the HUD act of 1994. All counties in the State of Alabama are deemed to be located within Wind Zone I except Baldwin and Mobile Counties, which are located within Wind Zone II. 3280.305(c)(2)(ii).
- B. The pull yoke must be detached after home is placed on lot
- C. Lots shall be used exclusively for manufactured homes. No tents ,campers or permanently parked Recreational Vehicles shall be permitted on any mobile home lot .
- D. No manufactured home shall contain less than 700 square feet of living space excluding porches or additions.
- E. All manufactured homes must be skirted and driveway installed in a manner and with material acceptable to the building committee within 60 days of being placed on the lot. The driveway must be of concrete or brick pavers. A plat plan, picture and description of the mobile home must be submitted to and approved by the association before the mobile home may be placed on the lot. New wind zone 2 or better will be the only units considered.
- F. No enclosed additions built of permanent or semi permanent material may be made without written approval of the association.
- G. Manufactured homes must have a front and back deck with steps as follows:
 - (1) Decks must have a floor area of at least 72 square feet and rear decks must have a floor area of at least 48 square feet. All decks must be finished with sturdy hand rails on open sides.
 - (2) In lieu of decks, lot owners may install concrete patios subject to the approval of the building committee
- H. After the manufactured home is placed on the lot, a reasonable effort is required to landscape the lot that shall be an attractive addition to the residential community.
- I. Any manufactured home brought into Plantation Park must be 10 years or newer from the date of moving onto the property. Only existing later models are allowed to remain.

ARTICLE FOURTEEN PROPERTY RIGHTS

Each member of this association shall as owner of one or more lots in the subdivision have a right and nonexclusive easement to use and enjoyment in and to the common area. Such right and easements shall be appurtenant to and shall pass with title to every lot in the subdivision subject to the following limitations:

- (A) The right of the association to limit the number of guests and to adopt the association rules regulating the use and enjoyment of the common area.
- (B) The right of the association to suspend the voting rights and right to use the common area by a member (1) for a period during which any assessment against such members lot remains delinquent, and (2) for a period to exceed sixty (60) days after notice and hearing s may be provided for in the bylaws of any infraction of the association Rules.
- (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 the purpose of providing utilities or similar or related purposes. No such dedication or transfer shall be affective unless an instrument has been approved by two thirds (2/3) of the votes of the entire active membership.
- (D) The right of the association to charge a reasonable admission to other fee for the use of any recreational facilities situated within the common areas.
- (E) The right of the association to assess any individual lot owner for any damage to common property caused by the neglect or willful act by said owner, his family, tenants, agents or invites.
- (F) Purchaser of any lot may delegate to any occupant of such lot, the right of use and enjoy the common area and any privilege appurtenant to such lot upon which the same is located to use and enjoy in a common area. Occupant must comply with all rules and regulations set forth by the board of directors or lose the privilege to use common areas.

ARTICLE FIFTEEN PARKING AND COMMON AREA USAGE RIGHTS

The use of parking areas, if any within the common area, together with terms and conditions with regard to such uses, shall be subject to and at times governed by the association rules as the same are in effect from time to time. Each lot owner is hereby granted limited privilege to use any common recreational area provided that said lot owner paid in respect any such annual or

monthly use privilege fee as established by the board to set reasonable costs of operation of the recreational area, and adheres to the reasonable rules and regulations pertaining to the use of the recreational area which may at any time and from time to time be established, amended and revised by the association.

ARTICLE SIXTEEN PARTY WALLS, PARTY FENCES AND PRIVATE FENCES

A. Each wall or fence which is built as part of the original construction of any dwelling or improvement construction upon and lot in plantation park and placed on the dividing between any lots shall constitute a party wall, and to the extent not inconsistent with the provisions of the article, the general rules of law regarding party walls and liability for property damage due to negligence and willful acts or Omissions shall apply there to. Each lot purchaser of contiguous lots who have a party wall or party fence shall have the right to use such wall or fence, provided that such use does not interfere with the use and enjoyment of the same by the other lots owners.

B. The costs of reasonable repair and maintenance of the party wall or party fence shall be shared by the purchasers who make use of the wall in proportion to such use.

C. If a party wall or party fences destroyed or damaged by fire, or other casualty, any lot owner who had used the wall or fence, may, subject to the approval committee may restore it and if the other lot owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such lot owner to cost for a larger contribution from the lot owner under any rule or law regarding liability for negligence willful act or omission. Notwithstanding any other provision of this article, a lot owner who by his own negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

D. There shall be no impairment of the structural integrity of any party wall or party fence without the written consent of all lot owners having an interest therein, the first mortgages of each such lot, and the building committee.

E. Building committee approval must be obtained prior to installation of any private fencing by lot owners.

ARTICLE SEVENTEEN INSURANCE OBLIGATIONS OF LOT OWNERS

Each lot owner shall purchase and maintain in effect, fire and appropriate extended insurance coverage and other appropriate damage and physical loss insurance, all in an amount equal to the current full replacement value of each property and lot owned by such purchaser, which insurance shall be subject to such additional requirements as may be established from time to time by the association by resolution.

ARTICLE EIGHTEEN ASSOCIATION RIGHTS

If any purchaser fails to obtain insurance regarding this article, or fails to pay the premium therefore or otherwise fails to perform any of the obligations of a lot purchased in Plantation Park or any additions thereto, the association may fine said owner through special assessments until proof of premium has been met.

ARTICLE NINETEEN COVENANTS FOR MAINTENANCE ASSESSMENTS

A. Declarant for the property and all portions thereof, including each, lot in the subdivision created here after as part of the subdivision, here by covenants and each purchaser and person holding title of any lot by acceptance of the deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree, for each lot and the improvement on, to pay to the association (1) general assessment, (2) special assessments,. Such assessments shall be established, made and collected as hereinafter provided. The term purchaser as used in this article shall also include any person holding title other than fee simple to any lot.

B. The general , and special assessments, together with interest thereon, costs of collection thereof, and reasonable attorneys fees shall be a charge on the land and shall be continuing lien on the lot against which each assessment is made.

C. Each such assessment together with interest, reasonable attorneys fees and costs, shall also be the personal obligation of each such person, firm or entity who is an owner of such lot at the time that such assessment become due and payable. No assumption by a subsequent owner shall for delinquent assessments shall relieve the prior owner for personal liability therefore.

ARTICLE TWENTY GENERAL ASSESSMENTS

A. General assessments shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the subdivision, the improvements, operation or maintenance of the common areas the performance of the duties and exercises of the power of the association as set forth in this declaration, the payment of proper expenses of the association and all costs incurred in the performance by the association of its duties and the exercise by it and its power. The establishment of reasonable reserves for the maintenance, repair and replacement of roads paths and other improvements upon the common area.

B. General assessments shall included the following:

- (1) The costs of the operation maintenance repair and replacement of the common elements.
- (2) The costs of the management of the subdivision and the administrate costs of the association, including professional fees and expenses.

- (3) The costs of water, sewage service if any electricity, gas and other utilities which are not metered to individual lots.
- (4) The cost of labor, materials and supplies used in conjunction with the common elements.
- (5) The costs of repairing damages to the common element of the town home property, if any, in excess of insurance coverage.
- (6) The salary of any maintenance or security employees
- (7) The cost of premiums for fire, property, liability and other insurance for the common elements.
- (8) the cost of additions, alterations or improvement or the acquisition of additional land, leasehold interest or other possessory or use rights of land facilities, or other interest in recreational facilities purchased, or otherwise acquired as part of the common elements for the benefit of all lot owners authorized by the vote of at least two thirds (2/3) of each class of members of the association.
- (9) The cost of labor, materials and supplies used in conjunction with the maintenance of the exterior of the dwellings
- (10) The costs of landscaping of the common areas and with the lot boundaries
- (11) The costs incurred in maintain the storm drainage system, the irrigation system, if any, fences, gates, railings, signs, club houses, bath houses, Laundromats, piers, docks and common facilities.
- (12) all other costs and expenses that may be duly incurred by the association through its board of directors from time to time in operating, protecting, maintaining, managing and conserving the subdivision property and in carrying out its duties and responsibilities as provided by the declaration article of incorporation of Plantation Park.

C. General assessments levied by the association for each fiscal year shall be adequate to finance the operations and activities of the association to satisfactorily maintain the common area and to establish and maintain adequate repair, and replacement

ARTICLE TWENTY-ONE REMEDIES

A. The board of directors shall have the right to enforce, by any proceeding at law or in equity the restriction condition, covenant, reservation liens and charges now or hereafter imposed by this declaration. The extent of enforcement by the association shall be chargeable to the purchaser of any lot violating the provision there of and shall constitute a lien on the lot collectable in the same manner as general assessment under this declaration

B. The board of directors shall have the fight to assess fines as deemed appropriate for violations of rules bylaws by members and attach liens to properties if necessary to assure violations corrected.

C. The board of directors shall have the right to intercede upon the receipt of a formal complaint in disputes between property owners to insure a prompt and fair settlement is reached concerning said complaint

ARTICLE TWENTY-TWO
SPECIAL ASSESSMENT

In addition to the general assessment authorized above, the association may levy, during any calendar year, a special assessment for the purpose of recovering , in whole or in part, the costs of any construction, reconstruction expected repair or replacement of any improvement upon the common area, including the necessary fixtures, and personal property related there to, provided, that any such assessment shall be approved by votes or written consent of fifty on percent (51%) of the active membership of the association as present wither pin person or by proxy and entitles to vote at a meeting of the member called for such purpose. If 51% of owners do not respond to vote either in person, writing or proxy the board of directors with a majority vote can enforce/amend such purpose or decision.

ADOPTED this 1 day of July, 2020.

PLANTATION PARK PROPERTY OWNERS ASSOCIATION, INC.

BY: JOHN C. MANNING
PRINTED NAME - PRESIDENT

John C Manning 7-1-20
SIGNATURE - PRESIDENT DATE

ATTEST:

Amy Trambley
SECRETARY / TREASURER

THIS INSTRUMENT
PREPARED BY

Amy Trambley
P.O. box 517
ELberta, AL 36530

