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STATE OF ALABAMA)
COUNTY OF MADISON)

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

OF

THE LEWTER DISTRICT TOWNHOMES

THIS DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this “Declaration”) is made this 24 day of February, 2026, by 222 WASHINGTON HUNTSVILLE, LLC, a Delaware limited liability company (“Declarant”).

WITNESSETH:

WHEREAS, on July 27, 2023, Declarant recorded in Plat Book 2023, Page 259-260 of the office of the Judge of Probate of Madison County, Alabama, a Final Plat for Lewter District, Phase 1 (“**Plat of Subdivision**”) pertaining to certain real property owned by Declarant in Madison County, Alabama, as more specifically described on Exhibit “A” hereto.

NOW, THEREFORE, DECLARANT HEREBY DECLARES, that subject to the provisions hereof, all of the Lots (hereinafter defined) shall be held, sold and conveyed by the Owners and the Common Property shall be held by the Association subject to the restrictions, covenants and conditions contained herein for the purposes of protecting the value and desirability of, and which shall run with, the Community Development (hereinafter defined) and be binding on all parties having any right, title or interest in the Community Development, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion thereof.

ARTICLE ONE
GENERAL PROVISIONS

1.01 Restrictive Covenants and Easements Running with the Land. The use of the Lots and the Common Property shall be in accordance with the provisions and restrictions of this Declaration, all of which are to be construed as restrictive covenants and/or easements, as applicable, running with the land and with the title to each and every Lot and shall be binding upon all Owners and other persons having interests therein and upon their heirs, personal representatives, successors, grantees and assigns.

1.02 Terminology. Whenever the context requires, words used in the singular shall be construed to mean or to include the plural and vice versa, and pronouns of any gender shall be deemed to include and to designate the masculine, feminine or neuter gender.

1.03 Definitions. The following terms, when capitalized herein, shall have the meaning set forth in this Section 1.03:

- (a) **“Adult”** shall mean a person of age twenty-one (21) or older.
- (b) **“Architectural Review Committee”** shall refer to and mean the Architectural Review Committee as established by the Board of Directors in accordance with the Bylaws.
- (c) **“Articles of Incorporation”** shall mean the Articles of Incorporation of The Lewter District Townhomes Owners Association, Inc., an Alabama non-profit corporation, as recorded in the records of the Office of the Judge of Probate of Madison County, Alabama, as the same may hereafter be amended, altered or repealed from time to time.
- (d) **“Association”** shall mean The Lewter District Townhomes Owners Association, Inc., an Alabama non-profit corporation.
- (e) **“Board”** or **“Board of Directors”** shall refer to the Board of Directors of the Association, established in accordance with the Articles of Incorporation and Bylaws of the Association.
- (f) **“Bylaws”** shall mean the Bylaws of The Lewter District Townhomes Owners Association, Inc., an Alabama non-profit corporation, as the same may hereafter be amended, altered or repealed from time to time.
- (g) **“Common Property”** shall mean and refer to all real property and improvements thereon from time to time owned or leased or maintained by the Association for the common use and enjoyment of the Members. Such Common Property may (but need not) include any common areas, signage, parking areas, fencing, picnic areas, trash bins, benches, lawn and buffer areas storm water management and drainage facilities, or utility lines, equipment or installations.
- (h) **“Community Development”** shall mean all of the Lots and the Common Property, collectively.
- (i) **“Declarant”** shall mean 222 Washington Huntsville, LLC, a Delaware limited liability company, its successors and assigns.
- (j) **“Lot”** shall mean and refer to any numbered lot shown on the Plat of Subdivision.
- (k) **“Member”** shall mean and refer to every person or entity who is a member of the Association.

- (l) **“Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding mortgagees, lien holders, lessees, tenants, and those having such interests solely as security for the performance of an obligation.
- (m) **“Period of Declarant Control”** means the period during which the Declarant may appoint the Board of Directors of the Association which is until the fourteen (14) Lots in the Subdivision have been sold to Owners other than the Declarant or its designated entities, or until the Declarant voluntarily relinquishes its right to appoint all of the directors.
- (n) **“Person”** means any individual, corporation, trust, partnership, joint venture, limited liability company or other entity.
- (o) **“Subdivision”** shall mean Lewter District, Phase I, a subdivision as shown on the Plat of Subdivision.
- (p) **“Townhome”** shall mean and refer to any single family townhome dwelling unit situated upon a Lot.

1.04 Purposes. It is intended that the Subdivision development will be a residential live/work community of quality townhomes. Except to the extent expressly provided in this Declaration and any supplemental Declaration, all of the rights, powers, and duties of the Association and the Owners, who are members of the Association, including the Owner's voting rights, shall be governed by the Articles and Bylaws of the Association.

ARTICLE TWO EASEMENTS; REQUIREMENTS

2.01 Common Property. The open space, recreational areas and other commonly used portions of the Subdivision and designated by this Declaration as Common Property, may be owned by the Association. In most cases, the Association will hold title to the Common Property in fee simple. In other cases, the Association's ownership may be in the form of easements, leases or other rights. Similarly, open space, recreational and other Common Property may include areas that are privately owned, areas that are publicly owned but maintained by agreement with the Declarant and areas that are owned by the Association. The Association, subject to the rights of the Owners set forth in this Declaration, the Articles of Incorporation and the Bylaws, shall be responsible for the exclusive maintenance, management, and control of the Common Property and all improvements thereon, and shall keep the Common Property in good, clean, attractive, and sanitary condition, order, and repair pursuant to the terms and conditions of this Declaration. Buildings and improvements of a permanent nature erected or placed on the Common Property and any activities that alter the nature of the Common Property shall require the prior approval of the Members. The Declarant, at any time during the Period of Declarant Control, or the Association after the Period of Declarant Control, has the right to restrict the use and govern the operation of the Common Property by promulgating reasonable rules and regulations, including with respect to any Common Property facilities, the right to charge reasonable one-time or monthly fees for the use thereof by the Owners as the Declarant or Association deems necessary or appropriate. The necessary work or maintenance, repair and replacement of the Common Property and the making of any additions or improvements thereto shall be carried out only as provided in this Declaration, the Articles of Incorporation and the Bylaws.

2.02 Right of Enjoyment. Subject to any rules and regulations promulgated by the Board of Directors, every Member shall have a right and easement of enjoyment of the Common Property, and such

easement shall be appurtenant to and pass with the title to each Lot. Such easement is subject to the Association's and Declarant's respective right of regulation in accordance with this Declaration and is also subject to any limitations that may be contained in the conveyance of that portion of the Common Property to the Association. There shall be no adverse possession of the Common Property by any Owner. Each Owner agrees that he or she shall have no claim of adverse possession and hereby waives any and all such claims he or she may have now or in the future.

2.03 Limitation of Liability. Neither the Declarant nor the Association is an insurer of safety and makes no warranty and assumes no liability for any loss or injury in use of the Common Property or otherwise.

2.04 Lots Subject to Covenants, Restrictions, Limitations and Term. Each Lot that shall be conveyed, held, devised, leased, or demised at any time hereafter shall be subject to all the terms, conditions, covenants, restrictions, and limitations herein contained, and the obligation to observe and perform the same whether or not it be so expressed in the deed or other instrument of conveyance of the Lot or property, and such shall run with the Lot or real property and be appurtenant thereto as if fully set out in such deed or instrument of conveyance, subject to the terms and conditions hereof.

2.05 Easements.

- (a) Easements and Buffer Strips. All easements and buffer strips shown on the Plat of Subdivision, if any, are hereby adopted as part of this Declaration and all Lots in the Subdivision shall be subject to such easements and buffer strips.
- (b) Structures. No dwelling unit, townhouse, home, and/or other structure of any kind shall be built, erected, or maintained upon any easement, and said easements shall at all times be open and accessible to public and quasi-public utility corporations, and to other persons erecting, constructing, or servicing such utilities, and to the Association, its successors or assigns, all of whom shall have the right of ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under, and upon said locations for the carrying out of any of the purposes for which said easements are hereby reserved and may hereafter be reserved.
- (c) Easement to Association. To the extent reasonably necessary, the Association has, and is hereby granted, an easement over each Lot for maintenance of the Common Property. The Association also has, and is hereby granted, an easement with respect to any improvements constructed on the Common Property that unintentionally encroach on a Lot, whether due to any minor deviation from the subdivision plat or site plan within the Development or the settling or shifting of any land or improvements.
- (d) Overhead Wires. Except for special street lighting or other above-ground facilities which may be required by any governmental authority, or which may be installed by Declarant pursuant to Declarant's development plan, no Lot shall be served with any overhead electrical or communications service, and no Lot Owner shall erect power poles for such service; provided, however, that nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting provided that such lighting is constructed in accordance with the terms and conditions hereof.

ARTICLE THREE
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.01 The Association. The operation and administration of the Common Property shall be handled by the Association. The Association shall have exclusive authority and power to maintain a class action and to settle a cause of action on behalf of Owners with reference to the Common Property and with reference to any and all other matters in which all of the Owners have a common interest. The Association shall have all the powers and duties set forth in the Articles of Incorporation and the Bylaws. The Association shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Common Property and further, shall have the right to grant permits, licenses, and easements over the Common Property for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Common Property. The Board of Directors shall have the authority and duty to levy and enforce the collection of general and specific assessments for common expenses and is further authorized to provide adequate remedies for failure to pay such assessments.

3.02 Membership. Each Owner shall be a Member, subject to the terms and conditions of the Articles of Incorporation and the Bylaws.

3.03 Voting. Voting by Owners shall be in accordance with the Articles of Incorporation.

3.04 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance of said Owner's Lot.

3.05 Reserve Fund. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements on the Common Property and Insurance (the "**Reserve Account**"). The Reserve Account shall be maintained out of regular assessments for common expenses.

3.06 Initial Working Fund. The Association shall be entitled to collect a working capital contribution against the initial Owner of a Lot (other than the Declarant) at the time of the closing of the Lot in the amount of one (1) year's estimated assessments for the purposes of commencing business of the Association and providing the necessary working funds for it (the "**Working Capital Contribution**"). The fiscal year shall be the 12-month period beginning at substantial completion. For Lots that close within thirty (30) days of substantial completion, the full year's Working Capital Contribution shall be collected at the closing. In the event a Lot does not close within thirty (30) days of substantial completion, the Declarant shall pay the Working Capital Contribution on a monthly basis to the Association until the Lot is sold to an Owner. Thereafter, at the closing of such Lot, the Owner shall be obligated to pay the total amount of the Working Capital Contribution. For each subsequent Owner of a Lot, such Owner shall be obligated to pay its pro rata share of the Working Capital Contribution in addition to any transfer or other closing fees at the time of closing. For any Working Capital Contribution due after the initial fiscal year, such contribution shall be in an amount equal to the amount of one (1) year's estimated assessments and such other amounts as may be determined by the Board of Directors in its reasonable discretion from time to time.

ARTICLE FOUR
COVENANT FOR MAINTENANCE ASSESSMENTS

4.01 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements to the Common Property, and (3) the lien for assessments for capital improvements to the Common Property by any governmental entity ("**Governmental Assessments**"), as such assessments are hereinafter established and shall be collected as hereinafter provided. The annual, special, and Governmental Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to successors in title.

4.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for the management, care and maintenance of the Common Property and any improvements constructed thereon, including provision for appropriate insurance against casualty and liability. The Association shall have the obligation to maintain the Common Property (including, without limiting the generality of the foregoing, any and all easements, drainage facilities, landscaping buffers, shared motor courts and gates facilitating access thereto, driveway aprons, structures, holding and retention ponds, and the like, whether denominated as such or otherwise) and shall pay all ad valorem property taxes assessed upon them. The Association may fund in the Reserve Account such sums as it determines in good faith are necessary and adequate to make periodic repairs and improvements to any part of the Common Property.

4.03 Annual Assessments. To provide the total sum necessary for the insurance, Reserve Account and improvements within the Subdivision, each Member for each Lot owned shall pay a portion of the total amount necessary for such purposes to the Association. The portion to be paid by each Member for each Lot owned shall be equal to a fraction, the numerator of which shall be the number of Lots owned by such Owner and the denominator of which shall be the total number of Lots in the Subdivision, and which the quotient of such fraction shall be multiplied by the total sum necessary for such purposes. As of the date of recordation of these Articles the total number of Lots in the Subdivision is fourteen (14). The amount of assessment assessed against each Member as provided under the foregoing sentence shall be assessed by the Association as a lien at the beginning of each annual assessment period.

4.04 Special Assessments for Capital Improvements Upon Common Property. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property and any entrance wall or signage, including fixtures and personal property related thereto.

4.05 Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the earlier to occur of issuance of a certificate of occupancy for the Townhome constructed on said Lot or at such a time that a Lot is sold by Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and one-twelfth (1/12th) of any annual maintenance or other special assessment shall

be due each month. In the alternative, the Board of Directors may elect to bill the assessments as an annual fee. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

4.06 Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest thereon at a rate to be set by the Board of Directors but in no event greater than the maximum percentage rate as may then be permitted under the laws of the State of Alabama. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same, foreclose a lien against the property or seek injunctive relief. Interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to or other conveyance of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of each charge as a debt and to foreclose the aforesaid lien by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting on behalf of the Owners, shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or abandonment of said Owner's Lot. The Board of Directors may also suspend the use rights of any Owner of the Common Property in the event of a failure to pay any assessment within thirty (30) days of the applicable due date.

4.07 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein, except for any Governmental Assessment, shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, the sale or transfer of any Lot pursuant to foreclosure of a first Mortgage on said Lot or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, except any Governmental Assessment. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof or relieve the prior Owner from any personal liability for any unpaid assessments occurring prior to said sale or transfer.

ARTICLE FIVE MAINTENANCE AND REPAIR

5.01 Maintenance. The Association shall provide maintenance of the Common Property. Each Lot Owner shall maintain his or her respective Lot and shall also maintain and repair, at such Owner's sole cost and expense, said Owner's Townhome, patio and yard area keeping the same in good condition and making all structural repairs and maintenance, external and internal, as may be required from time to time, including, but not limited to maintenance and repairs of any enclosed patio area, screens and screen doors, exterior door and window fixtures, glass, and other hardware. Each Owner shall also be responsible for the maintenance and repair of any fence or fences erected on such Owner's Lot and gates appurtenant thereto. Additional appropriate maintenance shall include, but not be limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements all in a manner and with such frequency as is consistent with good property management with the exception of those Lots on which the Association may provide maintenance of landscaping.

5.02 Failure to Maintain. In the event an Owner shall fail to maintain and repair the premises and the improvements situated thereon, as provided for herein and provided that the failure to so maintain shall cause damage or injury to the adjoining Townhome or to common structural elements which affect an adjoining Townhome, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the Townhome and any other improvements erected thereon. The cost of the same shall be added to and become part of the assessment to which such Lot is subject; provided, however, if a dispute arises concerning the foregoing between the Lot Owner and the Association, the matter may be submitted to arbitration in accordance with the mutual agreement of the parties.

ARTICLE SIX ARCHITECTURAL CONTROL

6.01 Submission of Plans and Specifications. Except with respect to Townhomes and related improvements constructed, or to be constructed by Declarant, on each Lot, no Townhome, building, fence, wall, or other structure or improvement shall be constructed, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted by a Lot Owner to and approved in writing as in harmony with this Declaration and the external design and location of the surrounding structures and topography by the Architectural Review Committee. Two (2) copies of the final building or construction plans, specifications, and plot plat showing the location of each building, structure, or improvement (collectively, the “Plans”) shall be submitted to and approved by the Architectural Review Committee as to conformity and harmony with this Declaration and of external design with the existing or planned structures in the Subdivision and as to location of the building, structure, or improvement with respect to topography and finished ground elevation.

6.02 Approval or Disapproval. The Architectural Review Committee shall indicate its approval or disapproval of such plans and specifications by delivering, in writing, notice of such approval or disapproval to the requesting Lot Owner. In the event the Architectural Review Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such failure to respond will be deemed to be a disapproval thereof.

6.03 Right of Inspection. The Architectural Review Committee shall have the right to inspect the Owner’s Lot and improvements during construction and prior to occupancy to insure construction in accordance with the construction plans submitted and approved by the Architectural Review Committee. Failure of an Owner to comply with the provisions of this Section 6.03, or failure of an Owner to carry out construction in accordance with the provisions of this Article, shall subject such Owner to such remedies as might be available at law or in equity (including, but not limited to, specific performance and injunction), including payment of the prosecuting parties’ reasonable legal fees and expenses.

6.04 Limited Review. The scope of review by the Architectural Review Committee is limited to appearance only and does not include any responsibility for structural soundness, suitability of construction or materials, compliance with building or zoning codes or standards, this Declaration, or any other similar or dissimilar factors.

6.05 Waiver of Liability. Neither the Architectural Review Committee nor any architect nor agent thereof nor the Association nor any agent or employee of any of the foregoing shall be responsible in any way for the failure of any improvements to comply with the requirements of this Declaration, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and

specifications, and all persons relying thereon or benefiting therefrom agree not to sue or claim against the entities and persons referred to in this Section for any cause arising out of the matters referred to herein and further agree to and do hereby release said entities and persons for any and every such cause.

ARTICLE SEVEN USE RESTRICTIONS

7.01 Use. Each Lot shall be used for only any one or more of the following purposes (provided such purposes are permitted by applicable laws and ordinances): residential dwelling on upper floors with live/workspace on the ground floor. Such ground floor live/work space may accommodate the following uses: residential dwelling, professional services office with not more than three (3) non-residential employees; and, subject to the written approval of the Board of Directors, which approval will not be unreasonably withheld: (i) “low-impact” retail (for example, small boutiques, artist studios (such photography, drawing, print making or painting studios)); or (ii) other “low-impact” uses that are primarily operated during daytime hours. Other uses not specified herein but which are permitted by applicable laws and ordinances, will be subject to the written approval of the Board of Directors, in its sole and absolute discretion. The Board of Directors may issue rules and regulations regarding permitted activities.

7.02 Subdivision of Lots/Annexation of Additional Property. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions, and provisions hereof, to easements and rights-of-way, and matters of public record. No Lot may be subdivided into a smaller Lot or Lots or combined with another Lot without (as applicable) (i) written consent from the Declarant (during the Period of Declarant Control), or (ii) written consent from the Association (after the expiration of the Period of Declarant Control). Notwithstanding the foregoing, at any time during the Period of Declarant Control, Declarant shall have the right, without the consent of any Owner, to (i) subdivide any Lot into a smaller Lot or Lots or combine with another Lot, (ii) annex any adjacent property into the Property covered by this Declaration. Adjacent property shall include any land located on the other side of streets or rights of ways running along the boundary line of the Community Property.

7.03 Signs. No sign of any kind shall be displayed on any Lot, except that any Owner actively attempting to sell his Lot may place a “for sale” sign of less than four (4) square feet on his Lot.

7.04 Noxious and Offensive Activity. No noxious or offensive activity shall be carried on, in or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to any other Owner.

7.05 Requirements for Plans. Each set of Plans must, at a minimum, conform to the following requirements:

- (a) All Plans for structures shall be not less than 1/8” = 1” scale.
- (b) All Plans must take into consideration the particular topographic and vegetative characteristics of the Lot or Lots involved.
- (c) All Plans must show the elevations of all visible sides of the proposed structure as such sides will appear after finished grading has been accomplished.
- (d) The site Plan shall show the footprint of all proposed structures (including the locations of the driveway and the sidewalk), setback lines, all trees over 6” in diameter as measured 2’

above ground and the species thereof, fences, and underground trench locations at a scale of 1" = 20'. No tree may be cut or removed until the Plans are approved.

- (e) All Plans must include a summary specifications list of proposed exterior materials, including samples of paint or other exterior materials which cannot be adequately described or with which the Architectural Review Committee may be unfamiliar.
- (f) All Plans describing structural work must be prepared and stamped by a licensed structural engineer or other professional qualified to engineer the proposed work and licensed in the state of Alabama.

7.06 Design Criteria: Structure. All improvements to be constructed or otherwise located on a Lot by an Owner shall comply with the following requirements:

- (a) The following types of exterior materials, among others, are acceptable, subject to final approval of the actual appearance of such materials by the Architectural Review Committee:
 - (i) Brick.
 - (ii) Stone.
 - (iii) Cement Board siding (at rear elevation).

It is the intent of these criteria to discourage the practice of placing materials on the sides and back of a residence that are essentially different from the existing front or rear elevation.

- (b) Any Townhome shall contain a minimum of two thousand (2,000) square feet of heated and cooled living space.
- (c) No Townhome may exceed forty-five feet (45') in height.
- (d) Driveway materials must match the existing concrete or asphalt finish of adjacent driveways, including acid-washed concrete at driveway aprons, or if not, the alternative surface must be approved by the Architectural Review Committee.
- (e) During construction, all vehicles, including those delivering supplies, must park or unload along the public right of way. If access to the building site via the rear driveway is required, such access must be approved by the Architectural Review Committee, and such vehicles may unload or be used for access, but may not park in the rear driveway or at the rear of the house.
- (g) All building debris, stumps, trees, etc., must be removed from each Lot by the Owner thereof as often as necessary to keep the Townhome and Lot attractive. Such debris shall not be dumped in any area of the Subdivision.
- (h) During construction, all builders must keep homes and garages clean and yards cut.
- (i) Chain link, wire, or metal fences of any type may not be used for any purpose unless approved by the Architectural Review Committee. All fences, including fences for

backyards, swimming pools, dog pens, gardens, or for any other purpose, visible to a street must be wood privacy fencing and must be approved by the Architectural Review Committee prior to construction.

- (j) No outside clothes lines shall be permitted.
- (k) Existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot.
- (l) Any roof constructed over any structure on any Lot must be covered with TPO roofing or such other types of roof coverings of a higher grade and quality than TPO roofing as are approved by the Architectural Review Committee.

7.07 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, and other household pets may be kept subject to the rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose. Pets must be kept leashed and/or under control at all times. In the event any pet attacks a person or another pet more than once, such pet shall be subject to removal from the Community Development by the Association in the sole and absolute discretion of the Board of Directors.

7.08 Waste. No rubbish, trash, garbage, or other waste material shall be kept or permitted upon any Lot except in sanitary containers located in appropriate area, screened and concealed from view.

7.09 Miscellaneous. Except as otherwise provided for herein, no patio cover, building or storage unit of any kind shall be erected, placed or set on any Lot unless such structure is attached to the Townhome erected on the same Lot and the architecture and character of such structure matches that of said Townhome.

7.10 Temporary Structures. No structure of a temporary character, trailer, mobile home, motor home, modular building unit, basement, tent, shack, garage, barn, or other outbuilding shall be used at any time on the Lots as a residence, either temporarily or permanently.

7.11 Vehicles.

- (a) No inoperative cars, trucks, trailers, boats, campers or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage.
- (b) No trucks larger than a one-ton pickup shall be parked in the Subdivision, except those reasonably necessary to complete approved improvements.
- (c) Recreational vehicles, campers, and boats shall be parked in garages or basements or stored out of view from the street.
- (d) No permanent parking on the street, alley, or common area is allowed.
- (e) There shall be no major repair performed on any motor vehicle on or adjacent to any Lot unless performed inside an enclosed garage.
- (f) No noxiously loud or dangerous vehicles shall be allowed to be operated on any Lot.

7.12 Construction.

- (a) When the construction of any improvement upon any Lot has begun, work thereon shall be pursued diligently and continuously until full completion. During construction on any Lot, all vehicles involved in such construction, including those delivering materials and supplies, shall enter upon such Lot only at such a location as to not interfere with the flow of traffic in the Subdivision, and such vehicle shall not be parked on the roads of the Subdivision. All construction sites must be kept clean, and debris shall not be allowed to accumulate.
- (b) No residence constructed on any Lot may be occupied prior to its substantial completion.
- (c) Landscaping shall be completed within sixty (60) days after completion of construction.

7.13 Pollution. There shall be no noxious emission of smoke, dust, odor, fumes, glare, noise, vibration, electrical or magnetic disturbance, detectable at the lot line or beyond.

7.14 Commercial Activity. No commercial activities of any kind whatsoever shall be conducted in any building or in any portion of any Lot except as may be permitted pursuant to Section 7.01.

7.15 Outdoor Lighting. All outside lights shall be of an intensity not to exceed 100 watts and shall be placed so as to avoid an annoyance to any neighbor. Said lighting shall be turned toward the ground and shall be shielded completely or by frosted glass or plastic in all directions so that it does not shine toward neighboring Lots. Flood lights which shine all night are specifically prohibited.

7.16 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All storage equipment for such material shall be kept in a clean and sanitary condition.

7.17 Oil and Mining Operations. No activity or hardware used for the purpose of exploration or extraction of minerals, oil, or gas shall be allowed on any Lot at any time.

7.18 Use by the Declarant. Neither the Owners nor the Board of Directors nor their use of the Lots or application of this Declaration shall interfere with the completion of the contemplated improvements and sales of the Townhomes in the Subdivision until the Declarant has completed all of the Declarant's contemplated improvements and closed the sales of all of such Townhomes. The Declarant may make such use of the unsold Townhomes and of the Common Property as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, management office and model units, the showing of the Lots and the Townhomes thereon, and the display of signs thereon and therein. These rights shall exist so long as the Declarant owns any Lot in the Subdivision or holds any Townhome or Lot for sale in the ordinary course of business or leases any Townhome it owns. The Declarant expressly reserves the right to lease any Townhome which it may own in the Subdivision on such terms as it may deem proper and desirable and may transfer Townhomes subject, to such lease, including leasing such Townhome(s) to the Association for use as a management, sales, or leasing office.

7.19 Prohibition of Occupancy by Registered Sex Offenders. Except where prohibited by the laws, rules, regulations and ordinances of the United States, the State of Alabama and/or Madison County, no part of the Community Property, including the Townhomes therein, may be occupied, at any time, by a person registered as a sex offender in the State of Alabama or any other state. This prohibition applies to all persons whether or not such person is an owner, a tenant, a non-owner family member or guest. Without limiting other enforcement rights that may be available under this Declaration or Alabama law, the Owner

of any Townhome and Lot upon which a registered sex offender may occupy and the registered sex offender occupying such Townhome and Lot shall be responsible for all costs incurred in the enforcement of this provision and all damages that arise therefrom.

7.20 Prohibited Uses. Notwithstanding any provision to the contrary contained herein, no portion of any Lot or Townhome thereon shall be used for any purpose which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which shall increase the danger to any other Lot or Townhome thereon of fire or explosion damage, or for any purpose which may be or become an annoyance or nuisance, or in violation of any applicable law.

Neither all nor any portion of the Lots or Townhomes thereon shall be used, directly or indirectly, for any of the following uses: manufacturing, restaurant, commercial kitchen, short term rental, VRBO, or Airbnb.

ARTICLE EIGHT **ADDITIONAL RESTRICTIONS**

8.01 Leasing. Townhomes and Lots may be leased by an Owner for residential purposes only; provided, however, that such lease and the rights of any tenants thereunder are hereby made expressly subject to the power of the Association to prescribe rules and regulations relating to the lease and rental of Lots and Townhomes and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the Board of Directors deems appropriate, including eviction. No such lease shall be for less than six (6) months. Further, all leases must be in writing, with a copy provided to the Association upon request by the Association.

8.02 Restrictions on Mortgaging Lots. Nothing contained herein shall be construed to place any restrictions on an Owner's right to mortgage his Lot.

8.03 Regulations. Reasonable regulations concerning the use of the Lots and the Common Property may be made and amended from time to time by the Declarant, and following the Period of Declarant Control, the Board of Directors.

8.04 Owner Insurance. Each Owner shall obtain casualty insurance for improvements on its Lot, including the Townhome thereon. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than eighty percent (80%) of the value (based upon replacement cost) of the insurable improvements constructed on the Lot. If requested by the Association, an Owner shall provide evidence of such insurance to the Association.

8.05 Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the Common Property or the Lot securing its mortgage.
- (b) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage.

ARTICLE NINE
ENFORCEMENT; DURATION; AMENDMENT

9.01 Enforcement. The Association, the Board of Directors, the Architectural Review Committee and/or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration. Failure by the Association, the Board of Directors, the Architectural Review Committee and/or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action (whether in advance of or prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative or other similar proceedings, or in any appeal from any of the same) pertaining to any condition, restriction or covenant herein contained (due to their alleged violation or breach) or for the enforcement of any lien against any lot or against any person or entity, unless otherwise expressly provided in this Declaration to the contrary for specific instances and conflicts, the prevailing party shall be entitled to recover all costs, including reasonable legal fees and expenses.

9.02 Term. This Declaration is to take effect upon recordation and shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Declarant, the Association and its Board of Directors, and all Owners of the Association, their respective legal representatives, heirs, successors or assigns for 25 years, and shall be automatically extended for each succeeding twenty five-year period unless an instrument signed by Owners representing 80% of the voting rights in the Association shall have been recorded, agreeing to terminate the Declaration as of a specified date.

This Declaration may also be terminated in any of the following ways:

(i) The Declaration may be terminated at any time after the Period of Declarant Control by the consent in writing of two-thirds of all Owners.

(ii) After the Period of Declarant Control, the Declaration may be terminated by consent in writing by Owners representing at least two-thirds of the voting rights in the Association, if the Common Property has been accepted for dedication or taken by eminent domain by the appropriate unit of local government (except that alleys or footpaths between two Lots may be divided evenly between the adjacent Lot Owners in accordance with this Part) or another successor entity organized under the same principles and standards as set forth in this Declaration.

9.03 No Additional Burden. No amendment of this Declaration shall place an additional burden or restriction or requirement on any Lot where the Owner of such Lot does not join in said amending instrument.

9.04 Declarant Amendments. Notwithstanding anything herein to the contrary, Declarant reserves the right to amend this Declaration and convey Common Property without the consent of any Owner or any other persons claiming interest in the Common Property or the Association. Additionally, Declarant may amend this Declaration without approval by the Owners or the Board of Directors during the Period of Declarant Control.

ARTICLE TEN
PARTY WALLS

10.01 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Townhomes upon the Lots and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general

rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

10.02 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners of the two (2) adjoining Lots with such Townhomes utilizing such wall.

10.03 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and the Owner of the other Lot adjoining such wall shall contribute one-half (1/2) of the cost of restoration thereof without prejudice to the right of any such Owner to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions.

10.04 Weather-Proofing. Notwithstanding any other provision of this Article, an Owner who, by his negligent or willful act or omission, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protections against such elements.

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

10.06 Arbitration. In the event of any dispute arising concerning a party wall or otherwise under the provisions of this Article, then upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of such Board of Directors shall be final and conclusive upon the parties.

ARTICLE ELEVEN MISCELLANEOUS

11.01 Savings. If any provision or provisions of this Declaration, or any article, section, sentence, clause, phrase, or word herein, or the application thereof, is in any circumstances held invalid, the validity of the remainder of this Declaration and the application thereof shall not be affected thereby.

11.02 Captions. The captions in this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

11.03 Applicable Law. The laws of the State of Alabama shall govern this Declaration. All actions or proceedings in any way, manner or respect, arising out of or from or related to this Declaration shall be litigated only in courts having situs within Madison County, Alabama. Each Owner hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state and hereby waives any rights it may have to transfer or change the venue of any such litigation. The prevailing party in any litigation in connection with this Declaration shall be entitled to recover from the other party all costs and expenses, including without limitation fees of attorneys and paralegals, incurred by such party in connection with any such litigation.

11.04 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder is not a consent or waiver to or of any breach or default in the performance by that Person of the same or any other obligations of that Person. Failure on the part of a Person to complain of any act or to declare any Person in default hereunder, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default.

11.05 Interpretation. This Declaration shall be interpreted for the mutual benefit and protection of the Owners of the Lots and in furtherance of the basic goals of this Declaration. Any discrepancy, conflict or ambiguity which may be found herein shall be resolved and determined by the Declarant or the Association (to the extent the Declarant's rights under this Declaration have been assigned to the Association) and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such resolution and determination shall be final.

11.06 Waiver. Neither the Declarant, nor the Architectural Review Committee, nor the Association or its Board of Directors nor their successors or assigns shall be liable for damages to any Owner, lessee, licensee, or other occupant by reason of any mistake in judgment, negligence, nonfeasance, action or inaction in the administration of the provisions of this Declaration or the rules and regulations promulgated in connection with this Declaration or for the enforcement or failure to enforce this Declaration or such rules and regulations or any part thereof; and every Owner or other occupant, by acquiring an interest in the Subdivision, agrees that he will not bring any action or suit against the Declarant, the Architectural Review Committee or its members, the Association or its Board of Directors to recover damages or to seek equitable relief on account of their enforcement or non-enforcement of this Declaration.

11.07 DISCLAIMER OF WARRANTIES. DECLARANT HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AS TO DESIGN, CONSTRUCTION, FURNISHING AND EQUIPPING OF THE COMMUNITY PROPERTY. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

ALL OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE LOTS AND TOWNHOMES (WHETHER FROM THE DECLARANT OR ANOTHER PARTY), SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

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IN WITNESS WHEREOF, Declarant has executed this Declaration by and through its duly authorized representatives as of the date first set forth above.

DECLARANT:

222 WASHINGTON HUNTSVILLE, LLC,
a Delaware limited liability company

By: Emergent Properties Manager, LLC,
a Louisiana limited liability company
Its: Manager

By: Formwork Development, LLC,
a Louisiana limited liability company
Its: Manager

By: 
David Hecht
Its: Manager

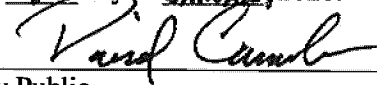
By: WJ Palmisano, LLC
a Louisiana limited liability company
Its: Manager

By: _____
Wesley J. Palmisano
Its: Manager

STATE OF LOUISIANA)
COUNTY OF Orleans)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David Hecht, whose name as the Manager of Formwork Development, LLC, a Louisiana limited liability company, as Manager of Emergent Properties Manager, LLC, a Louisiana limited liability company, as Manager of 222 Washington Huntsville, LLC, a Delaware 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 foregoing instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 9th day of January 2026.


Notary Public
Printed Name: David Combie
My Commission Expires: at Death
BGR ROLL 26833



OFFICIAL SEAL
DAVID C. GAMBRE
BAR ROLL # 26833
STATE OF LOUISIANA
PARISH OF ORLEANS

IN WITNESS WHEREOF, Declarant has executed this Declaration by and through its duly authorized representatives as of the date first set forth above.

DECLARANT:

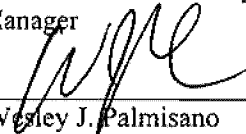
222 WASHINGTON HUNTSVILLE, LLC,
a Delaware limited liability company

By: Emergent Properties Manager, LLC,
a Louisiana limited liability company
Its: Manager

By: Formwork Development, LLC,
a Louisiana limited liability company
Its: Manager

By: _____
David Hecht
Its: Manager

By: WJ Palmisano, LLC
a Louisiana limited liability company
Its: Manager

By:  _____
Wesley J. Palmisano
Its: Manager

STATE OF _____)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David Hecht, whose name as the Manager of Formwork Development, LLC, a Louisiana limited liability company, as Manager of Emergent Properties Manager, LLC, a Louisiana limited liability company, as Manager of 222 Washington Huntsville, LLC, a Delaware 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 foregoing instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

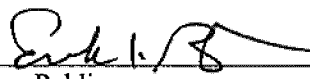
Given under my hand and official seal, this the ____ day of _____, 2026.

Notary Public
Printed Name: _____
My Commission Expires: _____

STATE OF Louisiana)
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Wesley J. Palmisano, whose name as the Manager of WJ Palmisano, LLC, a Louisiana limited liability company, as Manager of Emergent Properties Manager, LLC, a Louisiana limited liability company, as Manager of 222 Washington Huntsville, LLC, a Delaware 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 foregoing instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 24 day of Feb, 2026.



Notary Public
Printed Name: _____
My Commission Expires: _____

Erika K. Bush
NOTARY PUBLIC - ID # 89341
BAR NO. 32374
State of Louisiana, Parish of Jefferson
Commission is issued for life

EXHIBIT "A"

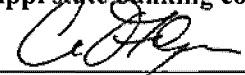
DESCRIPTION OF THE COMMUNITY DEVELOPMENT

LOTS 1-14, INCLUSIVE, TOGETHER WITH THE COMMON AREA, DESCRIBED IN AND SHOWN ON THE FINAL PLAT OF LEWTER DISTRICT, PHASE 1, RECORDED IN PLAT BOOK 2023, AT PAGE 259, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

JOINDER OF MORTGAGEE

The undersigned, as the Mortgagee of the Community Development, hereby joins in this Declaration of Conditions, Covenants and Restrictions for The Lewter District Townhomes for the purpose of evidencing Mortgagee's consent thereto.

**HANCOCK WHITNEY BANK,
a Mississippi state banking corporation**

By: 
Name: Colin D. O'Flynn
Its: Vice President

STATE OF LOUISIANA)

ORLEANS PARISH)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Coli D. O'Flynn, as Vice President of HANCOCK WHITNEY BANK, a Mississippi state banking corporation, 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 officer and with full authority, executed the same voluntarily for and on behalf of said bank.

GIVEN under my hand and seal of office this 16th day of January, 2026.

[SEAL]


NOTARY PUBLIC
My Commission Expires: _____

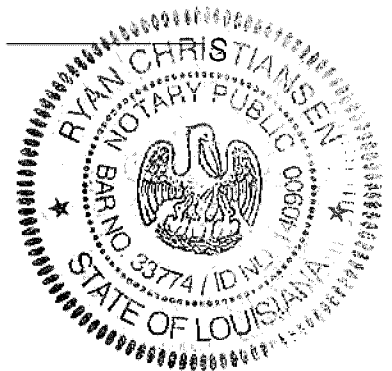


EXHIBIT "B"

BYLAWS

OF

THE LEWTER DISTRICT TOWNHOMES HOMEOWNER'S ASSOCIATION, INC.

A NONPROFIT CORPORATION
UNDER THE LAWS OF THE STATE OF ALABAMA

These Bylaws (the "Bylaws") of **THE LEWTER DISTRICT TOWNHOMES HOMEOWNER'S ASSOCIATION, INC.** (hereinafter called 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 Alabama Secretary of State (the "Articles of Incorporation"). The Association has been organized for the purpose of providing various services and benefits with regard to the Subdivision (as that term is defined in the Articles of Incorporation).

ARTICLE I
ASSOCIATION

- 1.1 Office. The office of the Association shall be as 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.

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

2.3 Designation of Voting Members.

2.3.1 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 record 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.

2.3.2 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:

2.3.2.1 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.

2.3.2.2 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.

2.3.2.3 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.

ARTICLE III MEMBERS' MEETINGS

3.1 Place. All meetings of members of the Association shall be held at such place within the County of Madison, 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 of the Association, 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. Regular or annual meetings of the members of the Association shall be held on the first Saturday of October of each year, beginning with the year 2026

3.4 Special Meetings.

3.4.1 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.

3.4.2 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 of the Association, stating the day and hour and place and, in the case of special meetings, the object or objects thereof, shall be delivered or mailed to each member at such member's address as shown in the books of the Association at least ten (10) days prior to such meeting unless waived in writing.

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 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 of the Association, 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 at least three (3) days prior to a meeting, nor shall any proxy be valid unless it is granted to a person who is also a member. No person may cast more than one proxy vote. 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 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 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.

3.9 Quorum. Fifty-one (51%) 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 may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. Any 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 fifty percent (50%) of the Lots in the Subdivision have been sold to the original purchasers thereof, or until the members of the Interim Board of Directors (as that term is defined in the Articles of Incorporation) resign or vacate office, whichever shall first occur, there shall be no meeting of the members of the Association unless a meeting is called by the Interim Board of Directors.

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, except for the members of the Interim Board of Directors. The number of directors constituting the Interim 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 two (2) years 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 Election of Directors. Election of directors shall be conducted in the following manner.

4.4.1 Directors shall be elected at the annual meeting of the members.

4.4.2 A nominating committee of three (3) members shall be appointed by the President with the approval of the Board of Directors not less than thirty (30) days prior to the members' meeting. The Committee shall nominate one (1) person for each director's seat. Additional nominations may be made from the floor.

4.4.3 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.

4.5 Removal. Directors may be removed for cause by an affirmative vote of three-fourths (3/4) of the members of the Association that are entitled to vote for the election of such Director. Except with respect to the Interim Board of Directors, 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.

4.6 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. The powers and duties of the directors shall include, but are not limited to, the following:

4.6.1 Assess. To make and collect an annual maintenance charge against members to pay the expenses incurred by the Association in carrying out the objects and purposes of the Association.

4.6.2 Disburse. To use the proceeds of assessments in the exercise of its powers and duties.

4.6.3 Enforce. To enjoin or seek damages from the members for violation of these Bylaws, the Covenants (as that term is defined in the Articles of Incorporation) and the terms and conditions of any rules and regulations applicable to the use of the Subdivision or any portion thereof.

4.6.4 Employ. To employ and contract with service contractors in connection with carrying out the objects and purposes of this Association.

4.7 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.

4.8 Compensation. The directors shall not be entitled to any compensation for service as directors.

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 two (2) 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 chairman of the Board if such an officer has been elected; and if none, the President of the Association shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

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.

6.2 Qualification. Except with respect to the office of the Secretary, no person shall be entitled to hold office except a member. No officer except the President need be a member 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 three-fourths (3/4) of the members of the Association.

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.

6.5.1 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.

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

6.5.3 The Secretary shall be custodian of the corporate records, except those of the Treasurer, and of the seal of the Association.

6.5.4 The Secretary shall keep a register of the post office address of each member, which shall be furnished to the Secretary by such member.

6.5.5 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.

6.7.1 The Treasurer shall keep full and accurate accounts of all financial records of the Association including 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 depositories as may be designated by the Board of Directors or these Bylaws. He shall keep the financial records and books of account of the Association in accordance with good accounting practices, shall keep detailed, accurate records of the receipts and expenditures; and he shall perform other duties incident to the office of Treasurer. The records, books of account, and the vouchers authorizing payments, shall be available for examination by a member of the Association at convenient hours of week days.

6.7.2 The Treasurer shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and directors at the regular meetings of the Board, an account of all his transactions as Treasurer, and of the financial condition of the Association.

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.

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
CONDUCT OF MEETING

9.1 Meetings. All meetings of the members and of the Board shall be governed by Robert's Rules of Order.

9.2 Parliamentarian. A parliamentarian shall be appointed to act as parliamentarian at all meetings of the Board of Directors of the Association and a parliamentarian shall be appointed to act as parliamentarian at all meetings of the members. He shall see that all meetings are conducted in an orderly manner in accordance with Section 9.1 of these Bylaws.

ARTICLE X
CONFLICT

10.1. Conflict. In the event there shall exist a conflict between these Bylaws and the Articles of Incorporation, the Articles of Incorporation shall govern.