

**REVISED BYLAWS
OF
BRITTANY PLACE HOMEOWNERS ASSOCIATION, INC.**

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**REVISED BYLAWS
OF
BRITTANY PLACE HOMEOWNERS ASSOCIATION, INC.**

These Bylaws are promulgated for the purposes of governing the Brittany Place Homeowners Association, Inc., a not-for-profit corporation, organized under the provisions of the *Alabama Nonprofit Corporation Act, Code of Alabama, 1975, Section 10A-3-1.01, et seq.*, as amended, as an association of Lot Owners of Brittany Place Subdivision.

DEFINITIONS

1. "Association" shall mean the Brittany Place Homeowners Association, Inc.
2. "Member(s)" describes a lot owner of one of the lots in the Brittany Place Subdivision in Elmore County, Alabama. The term "Member" may include and be used interchangeably with "Lot Owner(s)" where context and a reasonable construction of the provisions of these Bylaws require. Member(s) of the Association may neither resign from the Association nor transfer such Member's membership or any right arising therefrom, except as appurtenant to the transfer of such Member's Lot as provided in the Covenants.
3. "Association Property", shall include any and all property in which the Association has an interest, whether real or personal, whether or not described herein, and shall include but shall not be limited to the following: privacy walls, decorative fences, various easements, street lighting, medians, green areas, and gazebo.
4. All present and future owners, mortgagees, lessees and occupants of the Lots in Brittany Place Subdivision and their heirs, successors and assigns, agents, employees, and any other persons who may use the Association Property in any manner, are subject to these Bylaws, the Rules and Regulations, and the Declaration of Protective Covenants, as amended ("Covenants"), in addition to any agreements, restrictions or easements of record and appearing in or on the plats of the Brittany Place Subdivision in the Office of the Judge of Probate for Elmore County, Alabama.
5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.
6. "Common Expense" shall mean expenditures made by or financial liabilities of the association, together with any allocations to reserves. However, in certain situations, common expenses must be passed through to particular owners.
7. "Covenant" shall mean and refer to the Restated Declaration of Protective Covenants, as amended, dated December 20, 2016, and recorded in the Office of the Judge of Probate, Elmore County, Alabama.

8. "Not in Good Standing" shall mean a Lot Owner in default of any Assessment against his Lot or with a violation of the Covenants or these Bylaws. A Lot Owner "Not in Good Standing" is ineligible to vote on any matters properly before the Membership.

9. "Good Standing" shall mean a Lot Owner eligible to vote on any matters properly before the Membership.

10. "Board" shall mean and refer to the Board of Directors.

11. "Occupant" shall mean an Owner's renter, occupant, tenant, resident, guest, employee, or other guests or invitees.

12. Wherever and whenever applicable, the singular form of any word may be taken to mean or apply to the plural, and the masculine form may be taken to make or apply to the feminine or neutral.

ARTICLE I - MEMBERSHIP

Section 1.01 — Designation Of Voting Representative And Eligibility To Vote

In the event a Lot is owned by one (1) person, his or her right to vote shall be established by the record title to his Lot. If a Lot is owned by more than one (1) person, the person entitled to cast the vote for the Lot shall be designated by the signing of a certificate prior to the meeting where the vote is to take place. If a Lot is owned by a corporation, partnership, trust or other legal entity, the officer or agent thereof entitled to cast the vote for the Lot shall sign a certificate prior to the meeting where the vote is to take place. If such a certificate is not signed for a Lot owned by more than one (1) person, or by a corporation, partnership, trust or other legal entity, the membership or vote of the Lot Owner concerned shall not be considered in determining the requirement for a quorum nor for any purpose requiring the approval of the person entitled to cast the vote for the Lot. Such certificate shall be valid until revoked or until suspended by a subsequent certificate or until a change in the ownership of the Lot concerned is affected. A certificate designating the person entitled to cast the vote of a Lot may be revoked by any owner thereof. Each Certificate shall be filed with the Secretary of the Association.

Notwithstanding the provisions of Section 1.03 above, all meetings of the Association shall be open to every Member or to any person designated by a Member by the Member's signed certificate and all Members or designated representatives so desiring shall be permitted to attend, listen and speak at an appropriate time during the deliberations and proceedings; except that the Board of Directors may place reasonable time restrictions on those persons speaking during the meeting, but shall permit a Member or a Member's designated representative to speak before formal action is taken on any item under discussion, in addition to any other opportunities to speak. A reasonable number of persons shall be provided an opportunity to speak on each side of an issue.

Standing: In the event any Lot Owner shall be in default of any Assessments against his Lot, that Owner shall be deemed "Not in Good Standing" and not allowed to cast any vote at a Meeting of the Members. A Lot Owner may cure such default at least ten (10) days prior to the date set for the meeting and thereby return to "Good Standing" for the meeting. Any Lot Owner "Not in Good Standing" shall not

be considered in determining the requirement for a quorum nor for any proposal requiring the approval of the person entitled to cast the vote for the Lot.

Any Lot Owner who has been given notice more than twenty-one (21) days prior to a meeting with a violation of the Covenants or these By-Laws by the Association Board of Directors or one of the Committees properly formed by the Board and who has not cured the violation at least five (5) days prior to a meeting shall be deemed and held as "Not in Good Standing" and ineligible to vote on any matters properly before the Membership.

The Association shall prepare an alphabetical list of the names of all its Members who are in Good Standing and entitled to vote at a meeting. The list shall show the address of each Member entitled to vote at the meeting. The list shall also include relevant information regarding assessments and/or fines owed the Association, if any, and/or any uncured violations of the Covenants or these Bylaws.

The Association shall make the Members list available at the meeting of the Members, and any Member entitled to vote at the meeting, or an agent or attorney of a Member entitled to vote at the meeting, is entitled to inspect the list at any time during the meeting or any adjournment.

Section 1.02—Annual Meetings

Annual Members' meetings shall be held during a month decided by the Board of Directors in each succeeding year at a day and time determined by the Board of Directors. The Annual Meeting shall be scheduled each year to fall within two months of the end of the Association's Fiscal Year (January 1 through December 31), notwithstanding the Covenants, as amended, and unless one of the members in Good Standing shall make written objection to this variance of the Covenants, as amended.

The annual Members' meeting shall be held for the purpose of electing Directors, the President or his/her designee reporting on the state of the Association, the Treasurer providing an annual financial report, and of transacting any other business authorized to be transacted by the Members.

The failure to hold an annual or regular meeting at the time and date determined pursuant to the above shall not affect the validity of any action of the Association and shall not work a forfeiture or dissolution of the Association.

Section 1.03—Special Meeting

Special meetings of the Members may be called by the Board of Directors for any purpose. Special Meetings may also be called by the Secretary at the request, in writing, of one-third ($\frac{1}{3}$) of the Members in Good Standing. Business transacted at all Special Meetings shall be limited to the object(s) or issue(s) stated in the notice of the Members, but the Board of Directors may add items to the agenda, if appropriate.

Special Meetings, once called, must be scheduled and notice provided to the Membership within sixty (60) days. The Special Meeting must be conducted within one hundred twenty (120) days of being called.

Section 1.04—Notice Of Meetings

Notice of all Members' meetings, stating the date, time, place, and purpose, including but not limited to, a description of any matter(s) that must be approved by the Members or which the Members' approval is sought, for which the meeting is called, shall be mailed to each Member postmarked not less than ten (10), nor more than thirty (30) days prior to the date of such meeting. The mailing of a notice in the manner provided in these Bylaws (postal or electronic as designated by member) shall be considered proper and sufficient notice. Notice shall include a proxy for the purpose of voting on the matters being decided at the meeting.

Section 1.05—Agenda

The President or his/her designee shall prepare the agenda for annual and special meetings of the Members. Any Member may suggest an item to be added to the agenda by submitting the item in writing to the Board of Directors at least seven (7) days in advance of the membership meeting. Any Member of the Association may make a motion to add an item to the board, annual or special agendas at those respective meetings. Adoption of that motion requires a second and majority vote of a quorum.

Section 1.06—Voting In Person Or By Proxy

A Voting Member may vote in person or by proxy executed in writing by the Voting Member or his duly authorized attorney-in-fact. No proxy shall be valid except for the particular meeting designated therein, and no proxy shall be honored unless filed with the Secretary of the Association before the appointed time of the meeting.

Section 1.07—Majority

As used in these Bylaws, the term, "majority" shall mean those votes, whether in person or by proxy, totaling more than fifty percent (50%) of the total number of qualified votes present at the meeting.

Section 1.08—Quorum

A Quorum is 20% of Members in Good Standing present or voting by proxy.

Once a Member is represented for any purpose at a meeting, including the purpose of determining that a quorum exists, the Member is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting, unless a new record date is or shall be set for that adjourned meeting.

Section 1.09—Failure Of Meetings For Lack Of Quorum

A rescheduled meeting shall be held at a time not more than 60 days from the time the original meeting was held.

Section 1.10—Conduct Of Meetings

The President of the Board of Directors or his designate shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in the minutes book all resolutions adopted at the meeting, as well as record of all transactions and proceedings occurring at the meetings.

Section 1.11—Place Of Meetings

Meetings of the Members shall be held at a suitable place convenient to the Members as may be designated by the Board of Directors.

Section 1.12—Meetings by Telecommunications

Any or all of the Members may participate in an annual or special meeting of the Members by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A Member participating in a meeting by this means is deemed to be present in person at the meeting.

It shall be the sole responsibility of each Member that desires to attend any meeting of the Members via electronic means to procure any and all particulars necessary to facilitate their attendance.

ARTICLE II - BOARD OF DIRECTORS

Section 2.01—Number And Term

The Board of Directors shall consist of five (5) Directors. Directors shall be Lot Owners in Good Standing. Lot Owners convicted of a crime of moral turpitude are not eligible to serve as a Director. Directors elected at the annual meeting of the Members will serve for a term of three (3) years. The Board of Directors shall consist of three class years with two directors in the first class year, two directors in the second class year, and the last director in the third class year. Directors shall hold office until such time as his successor has been elected or designated. Directors appointed to fill a vacancy created by resignation or removal shall serve out the term of the vacating director. An appointed director may be considered for election to the Board of Directors as if the period of appointment had never occurred.

Section 2.02—Removal

Any Director may be removed with or without cause, by an affirmative vote of fifty percent (50%) of the Members in Good Standing, in person or by proxy, present at the meeting of Members duly held for such purpose.

Section 2.03—Vacancy And Replacement

If the place of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, at a Special Meeting of Directors called for this purpose shall choose and appoint a successor or successors, who shall hold office for the unexpired term, respectively.

Section 2.04—Regular Meetings

The Annual Meeting of the Board of Directors shall be held within sixty (60) days of the adjournment of the annual Members' Meeting. The Directors shall by resolution adopt an established regular quarterly meeting schedule. The Board shall provide notice by any convenient means of the schedule to the Membership and of the Officers elected at the Annual Meeting of the Board and no further notice of such regular meetings of the Board of Directors shall be required.

Section 2.05—Special Meetings

Special meetings of the Board of Directors for any purpose may be called by the President or upon the written request of any two (2) Directors upon at least five (5) days' notice to each Director and shall be held at a place convenient to the Directors. Notice may be waived in uncommon circumstances.

Section 2.06—Transaction Of Business

At all meetings of the Board, a majority of the Directors in office shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by the Bylaws. If a quorum shall not be present for any scheduled meeting, the Directors present may reschedule the meeting and notify the Directors not present.

Section 2.07—Conduct Of The Meeting

The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep minutes of the meetings, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meeting. All Directors in attendance shall sign/ attest the approved minutes for each meeting attended.

Section 2.08—Action Without A Formal Meeting

An action that is required or permitted to be taken by the Board of Directors or under these Bylaws or the Covenants may be taken without a meeting, only if the action is approved in writing and a resolution is adopted authorizing the action. The written consents and resolution shall be filed with the minutes of the proceedings and Association's records.

Section 2.09—Powers And Duties

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts except as by law or by these Bylaws may not be delegated to the Board of Directors by the Voting Members, including but not limited to the following:

- (a) to adopt reasonable rules and regulations to govern the conduct of the Association;
- (b) to enforce obligations of the Members, to enforce the plat restrictions, and to do anything and everything necessary and proper for the sound management of the Association and Association Property;
- (c) to levy fines against the Members for violations of rules and regulations established to govern the conduct of Members, provided that after written notice no fine may be levied for more than Five Hundred Dollars (\$500) for any one violation, but for each week a violation continues it shall be considered a separate Violation. Collection of fines may be enforced against the Member or Members involved as part and parcel of the annual assessment against the Lot; and
- (d) to seek injunctive or other civil relief to require Members to comply with the enforcement of rules and regulations, plat restrictions, covenants, abatement of nuisances, and/or take other legal action as may be required. All expenses incurred in connection with any legal proceedings, including attorney's fees incurred by the Association, shall be charged to the particular Member involved and collection of same may be enforced against the Member or Members involved and assessed against the Lot.

The Board shall manage the affairs of the Association in the interim between annual meetings. The Board shall be accountable to the Members; shall seek the views of those affected by any proposed policies or reactions before adopting any recommendation on behalf of the Association; and shall strictly comply with these bylaws. The statement "those affected" shall be determined and/or interpreted by the Board.

Section 2.10—Compensation

No Director shall be compensated for his or her services as such. Directors may be reimbursed for ordinary and necessary expenses reasonably incurred in the performance of their duties as a Director.

Section 2.11—Insurance

The Board of Directors shall obtain insurance for the Association Property which shall include the following:

(a) insurance against damage or loss with extended coverage insuring all buildings, street lights, and other Association Property, in an amount determined by the Board of Directors;

(b) Public liability insurance against personal injury and property damage in such amounts and with such coverage as the Board of Directors may determine;

(c) All risk policies of liability insurance in such amounts and with such coverage as the Board of Directors may determine, insuring the Board of Directors and the officers against errors and omissions; and

(d) Such other insurance as the Board of Directors may determine from time to time to be in the best interests of the Association.

The premiums and related expenses, including but not limited to any deductible amounts, shall be a Common Expense and shall provide that adjustment of loss shall be made by the Board of Directors and that net proceeds thereof shall be payable to the Association.

Section 2.12—Liability Of The Board Of Directors

The members of the Board of Directors and officers shall not be liable to the Members for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Members shall indemnify and hold harmless each of the members of the Board of Directors and officers unless any such action taken, or any such contract shall have been made in bad faith or contrary to the provisions of these Bylaws.

Section 2.13—Borrowing

The Board of Directors shall not have the power to borrow money, except under extraordinary circumstances. If such a circumstance arose, the Board may only borrow money upon the vote of approval of seventy-five percent (75%) of those Members in Good Standing..

ARTICLE III - OFFICERS

Section 3.01—Nomination And Election

Section 3.01.01—Election

After each annual meeting of the Members, the newly formed Board of Directors shall meet, and the following officers of the Association shall be elected:

(a) A President, who shall be a "Director" and who shall preside over the meetings of the Board of Directors and of the Members, and who shall be the chief executive officer of the Association.

(b) A Vice President, who shall, in the absence or disability of the President, perform the duties and exercise the power of the President. If the Board so determines, there may be more than one vice president.

(c) A Secretary, who shall be responsible for the minutes of all meetings of the Board of Directors and of the Members and the minute books and records wherein resolutions enacted at such meetings shall be recorded. The Secretary shall, in general, perform the duties incident to the office of Secretary with respect to record keeping and attestation of the official acts of the Board of Directors.

(d) A Treasurer, who shall supervise the financial records and books of account.

(e) Such additional officers as the Board of Directors shall deem necessary.

Section 3.01.02—Nomination

A Nominating Committee consisting of the Board of Directors shall recommend nominees for presentation to the membership by November 30 to fill vacancies on the Board.

A list of nominees shall be delivered to the membership in the form of a proxy prior to the Annual Meeting to allow for further nomination.

Section 3.02—Powers

The respective officers shall have the general powers usually vested in such office for not-for-profit corporations provided that the Board of Directors may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board of Directors may see fit.

Section 3.03—Term

Each officer shall hold office for the term of three (3) years and until his or her successor shall have been elected and quailed.

Section 3.04—Resignations

Any officer may resign his or her office at any time. Such resignation is to be made in writing and shall take effect upon its receipt by the Board of Directors unless some other time is stated in the resignation. The acceptance of the resignation shall not be required to make it effective.

ARTICLE IV - RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

Section 4.01

The Board of Directors are responsible for maintaining and repairing the Association's Property.

ARTICLE V - ASSESSEMENTS

Section 5.01—Accounting Record

The Board of Directors shall provide for the maintenance of accounting records for the Association, such records shall be maintained in accordance with sound accounting principles, and such records shall include all records deemed necessary for the proper operation of the Association. Records shall be available to Members during reasonable times and at reasonable locations for their review. Copies of the records may be obtained upon request provided that the cost for such reproduction shall rest upon the Member making that request.

Section 5.02—Budget

The Board of Directors shall cause to be prepared an estimated annual budget for the fiscal year of the Association. Such budget shall take into account the estimated Common Expenses, and cash requirements for the year including supplies, material, parts, services, maintenance, repairs, replacements, landscaping, insurance, utilities, and any other expenses. The Common Expenses shall be those expenses designated by the Board of Directors pursuant to these Bylaws. The Common Expense may also include such amounts as may be required for the purchase or lease by the Board of Directors, on behalf of the Association, of any Lot which is to be sold at a foreclosure or other judicial sale. The annual budget will provide for such reserve funds as the Directors may determine and shall be maintained for periodic maintenance and repairs or replacement. If the Directors conclude that the Assessments, determined in accordance with the annual budget for such year are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board shall prepare, approve, and levy a special assessment covering the estimated deficiency for the remainder of such year. Copies of the special assessment shall be furnished to each Member and thereupon a special assessment shall be made to each Member for his or her proportionate share of said special assessment. The Board shall also determine the time of such payments.

Section 5.03—Payment Of Assessments

It shall be the duty of every Member to pay their appropriate share of the Common Expenses assessed in the manner herein provided. If any Member shall fail or refuse to make any such payments when due, the Board of Directors shall have the authority to exercise and enforce any and all rights and remedies as provided by these Bylaws, or otherwise available at law or in equity, for the collection of all unpaid assessments.

Payments required under the Association's governing documents are due on or before the 31st of January every year. If a Member does not pay in full any expense due to the Association by its due date, the payment will be deemed delinquent. No cash and/or partial payments shall be allowed.

If the Association does not receive payment for any assessment due by the date required, the delinquent Member shall pay damages to reimburse the Association for its time, inconvenience, and overhead in collecting the payment as follows:

1. Late fee, in the amount of \$25.00 per month until paid; and
2. Interest at 18 annual percentage (18%) rate from the original date due until the date the payment is received.

In addition to late fees, for each check from a Member that a bank returns for any reason, the Member must pay

1. Return payment fee in the amount of \$30.00, or the current amount allowed by Alabama law at the time of the return payment, whichever is greater; and
2. All bank charges assessed against the Association.

Section 5.04—Records

The Board of Directors shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Association Property specifying and itemizing the expenses incurred.

ARTICLE VI - DEFAULT

Section 6.01—Defaults In Payments

In the event a Member does not pay any sums, charges or assessments required to be paid to the Association within thirty (30) days from the due date, the Association, acting through its Board of Directors, may encumber the Member's Lot as provided within the Covenants, as amended, and as allowed by law. The Association may, through its Board of Directors, bring suit to recover a money judgment for sums owed as assessments to the Association. The Association may, through its Board of Directors, record said judgment in the Office of the Judge of Probate in an effort to collect such sums owed as assessments to the Association. If any action of foreclosure is brought against a Member for the nonpayment of moneys due the Association, and as a result thereof, the Member's interest in and to the Lot is sold, then at the time of such sale, the Member's membership shall be canceled and membership shall be issued to the purchaser at the foreclosure sale with the encumbering lien in force.

If the Association becomes the owner of a Lot by reason of foreclosure, it shall offer said Lot for sale and at such time a sale is consummated, it shall deduct from such proceeds all sums of money due it for assessments and charges, all costs incurred in the initiation of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the Lot, which shall include, but shall not be limited to, mortgages, advertising expenses, real estate brokerage fees, and expenses

necessary for the repairing and refurbishing of the Lot in question. All moneys remaining after deducting the foregoing items of expenses shall be returned to the former Member.

Section 6.02—Violation Of Declaration Of Protective Covenants, As Amended, Or Bylaws

In the event of violation of the provisions of the Covenants, as amended, and/or Bylaws, as the same are now or may hereafter be constituted, the Association, on its own behalf, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents herein above enumerated, or sue for damages, or take such course of action or other legal remedy as it may deem appropriate.

Section 6.03—Cost And Attorney's Fees

In any action brought by or on behalf of the Association against a Member, the Association, in the event it is the prevailing party, shall be entitled to recover the cost of such proceeding and such reasonable attorney's fees, including those incurred on appeal, as provided in the Covenants, as amended, or as may be awarded by the court.

Section 6.04—Enforcement

The Association, acting through the Board, may elect to enforce any provision of the Covenants, these By-Laws, or the rules and regulations of the Association by self-help (specifically including but not limited to, the towing of vehicles, boats, trailers, and/or campers that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both or an action to foreclose the lien against any lot without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Lot Owner responsible for the violation shall pay all costs, including attorney's fees and expenses actually incurred.

Occupants will be subject to the same Covenants and these Bylaws as everyone else. It is the sole responsibility of the Member choosing to rent out a home to notify the Occupant of all covenants and these Bylaws. If an Occupant fails to follow the rules, the Member will face penalties, including penalty assessments. It shall be the sole responsibility of the Member to seek reimbursement of charges and/or fines incurred from their/its Occupant.

ARTICLE VII - MORTGAGES

Section 7.01—Notices Of Unpaid Common Charges

The Board of Directors, whenever so requested in writing by a mortgagee of a Lot, shall promptly report any then unpaid charges due from the Owner of a mortgaged Lot, along with any violation or default then on record against the Lot and a copy of said report shall also be delivered to the Lot Owner(s).

ARTICLE VIII - USE AND OCCUPANCY RESTRICTIONS

Section 8.01

No part of the Association Property shall be used other than for the common purposes for which the Association Property was designated or intended, or other than as restricted by the restrictive covenants contained in the Brittany Place Subdivision Plats and the Covenants, as amended.

Section 8.02—Use Of Association Property

The Association Property shall be used for the benefit of the Members in Good Standing of Brittany Place Homeowners Association, Inc., their respective families, guests, and visitors. The use, maintenance and operation of the Association Property shall not be obstructed, damaged, disturbed, or interfered with by any Member. Individual homeowners may not alter these areas in any way. The Board will have ultimate authority in determining the nuisance and the method of enforcement to obtain compliance of the Bylaws.

Section 8.03—Nuisances

No unlawful, immoral, noxious, or offensive activities shall be allowed or conducted publicly in the Brittany Place Subdivision, nor shall anything be done thereon which shall constitute a nuisance or which shall, in the judgment of the Board of Directors, cause unreasonable offense, noise or disturbance to others.

Section 8.04—Storage Of Trash Receptacle

Garbage containers and other trash or waste shall not be stored in front of a house. Container(s) shall be stored in the garage or backyard, and not in street view. In order to maintain the appearance of our community, garbage container(s) shall be put out the day before collection and returned to storage at the end of collection day.

Section 8.05—Maintenance And Repairs

The Association shall perform promptly all maintenance and repair work on all of the Association Property or portions thereof and shall keep the Association Property in a clean and sanitary condition, free and clear from all trash, garbage, and other waste. The Association, its agents, representatives, or employees, have the right of access to all Association Property over, along or across easements as shown on the Brittany Place Plats for the purpose of performing all maintenance and repair work and for the purpose of performing installation, addition, or alteration to the Association Property.

Section 8.06—Rules And Regulations

In addition to the restrictive covenants appearing on the Brittany Place Subdivision Plats, the Covenants, as amended, and the other provisions of these Bylaws, additional rules and regulations concerning the use of the Association Property may be promulgated, and amended, by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each Member prior to the time when the same shall become effective.

Pursuant to Article II, Section 2.09 of these Bylaws, the following rules and regulations have been established by the Association Board of Directors for the protection and general welfare of the community. These rules supplement the contents of the Covenants of the Association.

The board wishes to foster a community of friendly neighbors who respect the rights of others. Compliance with certain rules and regulations is necessary to accomplish this in the close community in which we live. No Owner/Occupant will be allowed to infringe on the rights of his/her neighbor. These rules will be enforced in an equitable manner.

Rules and Regulations include, but are not limited to, the following:

- No basketball goals or any other recreational equipment (e.g., campers, and/or tents) can be placed in the street or visible from the street. The term 'recreational equipment' shall be determined and/or interpreted by the Board
- No Lot Owner/Occupant, or family member or guest(s) of such Lot Owner/Occupant's, vehicle is to be parked on the lawn, sidewalk and/or sidewalk right-of-way. Any and all damage caused or created by said vehicle(s) parking on the lawn, sidewalk and/or sidewalk right-of-way in violation of this rule will be the sole liability of said Lot Owner. The Association shall bear no responsibility for the repair(s) or costs of repair(s) to same.
- No Lot Owner/Occupant, or family member or guest(s) of such Owner/Occupant's, vehicle is to be parked in the street for any period of time in excess of 48 hours. No vehicle with a weight rating 20,000 lbs. per axle or more, with the exception of a moving van, may be parked overnight in the Subdivision. A moving van may not be parked in the Subdivision for any period of time in excess of 48 hours.
- Driveways shall be free of unsightly stains and/or automotive fluid stains and spills. Oil pans, cardboard, carpet squares, etc., used to prevent stains must be removed when a vehicle is not parked over them.
- All pets shall be vaccinated and properly licensed with the proper government agency. A pet is considered a nuisance when it displays aggressive behavior towards people or other animals (whether on or off a leash) or damages property.
- Assuring the conformity and harmony of external design and general quality of the appearance of the Subdivision, the following shall be adhered to:
 - Lot Owner shall ensure the conformance to the design and appearance of the mailbox, mailbox numbering and posts. Mailbox shall remain in working order as designed.
 - Each lot shall be landscaped to include hedges, trees, shrubs and/or plantings. No lot frontage shall go without landscaping. Homeowners shall keep all shrubs, trees, hedges and plantings on the front and buffer yards and easements neatly trimmed and shall keep all such

areas properly cultivated and free of trash, weeds and unsightly material. Member's lawn should be confined within the boundaries of his yard. For example, the lawn should not grow on the drive, sidewalk, curb, and/or street.

- Water hoses, in front and buffering yards, are to be neatly stored in/on an appropriate holder when not in use.
- Fences should be clean of mold, mildew, and undamaged. Fence maintenance shall be the responsibility of the Lot Owner and all damage shall be repaired within thirty (30) days of written notification by the Association. It shall be a violation to maintain any fence in such a manner as to allow missing, loose, or damaged wood rails in the fence, or symbols, writings, or other graffiti on the fence.
- Prior to exterior decorating or redecorating, including color changes, pre-approval, in writing, must be obtained by the Architectural Review Committee.
- All storage buildings/sheds must be pre-approved, in writing, by the Board or Architectural Review Committee prior to installation. Storage buildings/sheds must be purchased and/or painted to match the color of the homeowner's residence and must not be placed/installed in the public view.
- All satellite dishes must be pre-approved, in writing, by the Board or Architectural Review Committee prior to installation. Satellite dishes must not be placed/installed in the public view. Satellite dishes not in use must be removed from public view.
- No long-standing sign of any kind shall be displayed to the public view on any lot except one (1) welcome/holiday greeting yard stake and/or (1) professional sign (e.g., alarm company) of not more than twelve (12) square inches.
- Limited, modest, and unobtrusive exterior holiday/seasonal decorations and/or lights can be put up and must be taken down, no sooner than thirty (30) days before the holiday and no later than thirty (30) days afterward.
- Lot Owner/Occupant shall be responsible for cleaning up after pets and discarding bagged pet droppings. Lot Owner/Occupant shall be responsible for immediately cleaning up after pets on the front and buffer yards.
- Electric vehicle charging stations shall be installed in compliance with the Building Code of Alabama and deliver electricity from a source outside an electric vehicle into one or more electric vehicles. No electric vehicle charging station shall be installed in the public view.

ARTICLE IX - MISCELLANEOUS

Section 9.01—Fiscal Year

The Fiscal year of the Association shall be that period of twelve months ending on the last day of December each year.

Section 9.02—Bank Accounts

The Board of Directors may, from time to time, by resolution, authorize the maintenance of one or more deposit accounts by the Association. All checks, drafts, or other orders for the payment of money issued in the name of the Association shall be approved by such officers of the Association and in such manner as shall be determined from time to time by resolution of the Board of Directors.

Section 9.03—Notice

Whenever any notice or demand is required to be given by these bylaws, said notice or demand so required shall be deemed sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his or her last known postal address and effective on the day of mailing.

Section 9.04—Parliamentary Rules

Except as may be modified by resolution of the Board of Directors, *Robert's Rules of Order* (current edition) shall govern the conduct of the Association proceedings when not in conflict with Alabama law, the Articles of Incorporation, the Covenants, or these By-Laws.

Section 9.05—Books and Records

All outgoing officers or Directors must relinquish all official documents, records, and any materials and property of the Association in his or her possession or under his or her control to the newly elected members within fourteen (14) days after the election.

Section 9.06—Conflicts

If there are conflicts or inconsistencies between the provisions of Alabama law, the Articles of Incorporation, the Covenants, and these By-Laws, the provisions of the Alabama law, the Covenants, the Articles of Incorporation, and the By-laws (in that order) shall prevail.

The foregoing was approved and adopted as the Bylaws of the Brittany Place Homeowners Association, Inc. at the meeting of the Board of Directors on the 21st day of June, 2021.

Ratified this 21st day of June, 2021.

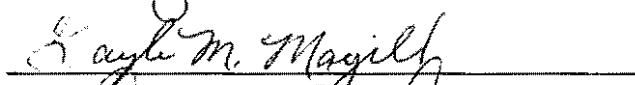
Mary P. Stirling Director/President



Wynn Warren Director/Vice President



Gayle M. Magill Director/Treasurer



Debbie D. Turner Director/Secretary



Ronald Thomas Director

