

This Instrument prepared by
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THIS DECLARATION IS GIVEN TO AMEND, RESTATE AND CONSOLIDATE, IN ITS ENTIRETY, AND SHALL AMEND, RESTATE AND CONSOLIDATE IN ITS ENTIRETY, THAT CERTAIN DECLARATION OF PROTECTIVE COVENANTS FOR THE PROMENADE AND THE OAKS SUBDIVISION RECORDED WITH THE JUDGE OF PROBATE OF JACKSON COUNTY, ALABAMA IN BOOK 2006, PAGE 24118, AS AMENDED AND RESTATED BY THAT CERTAIN AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR THE PROMENADE AND THE OAKS SUBDIVISION RECORDED WITH THE JUDGE OF PROBATE OF JACKSON COUNTY, ALABAMA IN BOOK 2007, PAGE 13967, AS AMENDED AND RESTATED BY THAT CERTAIN SECOND AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR THE PROMENADE AND THE OAKS SUBDIVISION RECORDED WITH THE JUDGE OF PROBATE OF JACKSON COUNTY, ALABAMA IN BOOK 2008, PAGE 1007741, AND THAT CERTAIN THIRD AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR THE PROMENADE AND THE OAKS SUBDIVISION RECORDED WITH THE JUDGE OF PROBATE OF JACKSON COUNTY, ALABAMA IN BOOK 2015, PAGE 1061976.

STATE OF ALABAMA)
JACKSON COUNTY)

FOURTH AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR THE PROMENADE AND THE OAKS SUBDIVISION CREATED PURSUANT TO THE PLAT KNOWN AS “THE PROMENADE AND THE OAKS’ RECORDED IN CABINET B, SLIDE 63A, ACCORDING TO THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF JACKSON COUNTY, ALABAMA

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the Declaration of Protective Covenants for The Promenade and The Oaks Subdivision (herein referred to as the “Declaration”) has heretofore been established by Alabama Shoreline, LLC (herein referred to as “Developer”) and filed in Book 2006, Page 24118, in the Office of the Judge of Probate of Jackson County, Alabama, for the use and enjoyment and to establish uniform standards of development quality and to provide for the effective preservation of

the appearance, value and amenities of those certain lots in THE PROMENADE AND THE OAKS, as said subdivision is recorded in Cabinet B, Slide 63A, in the Office of the Judge of Probate of Jackson County, Alabama; and,

WHEREAS, Developer amended said Declaration by an Amended and Restated Declaration filed in Book 2007, Page 13967 and a Second Amended and Restated Declaration filed in Book 2008, Page 1007741, both in the Office of the Judge of Probate of Jackson County, Alabama; and the Association amended said Declaration further by a Third Amended and Restated Declaration filed in Book 2015, Page 1061976, in the Office of the Judge of Probate of Jackson County, Alabama; and

WHEREAS, Article II, Section 13 of the Declaration provides that the Declaration may be altered with the consent of a majority vote of Lot Owners or, for so long as Developer owns any Lot or Lots, agreement of the Developer; and,

WHEREAS, Developer no longer owns any Lot or Lots in The Promenade and The Oaks Subdivision; and,

WHEREAS, the Lot Owners of The Promenade and The Oaks Subdivision, as said subdivision is recorded in Cabinet B, Slide 63A-63J, Cabinet B, Slide 77A-77B, Cabinet B, Slide 76F and Cabinet B, Slide 85A, all in the Office of the Judge of Probate of Jackson County, Alabama (herein collectively referred to as “The Promenade and The Oaks Subdivision”) have approved by a majority vote, as evidenced by the hereinafter certification of the Secretary of The Promenade and The Oaks Homeowner’s Association, Inc.; to further amend the Declaration, as set forth herein and by affording all interested parties notice of the same With the intent that all Lots in The Promenade and The Oaks Subdivision shall be subject to the Declaration, as heretofore amended and as herein amended, by the recording of this Fourth Amended and Restated Declaration in the Office of the Judge of Probate of Jackson County, Alabama

NOW, THEREFORE, pursuant to Article II, Section 13 of the Declaration, the undersigned, The Promenade and The Oaks Homeowner’s Association, Inc. does by these presents amend the Declaration as follows and same shall be binding on all parties having any right, title or interest in any Lot of The Promenade and The Oaks Subdivision and that all Lots in The Promenade and The Oaks Subdivision is and shall be held, transferred, sold, conveyed and occupied subject to the following protective covenants, conditions and limitations, all of which shall be construed as and deemed as covenants

running with the land and shall be binding on and inure to the benefit of all parties having a right, title or interest in the property, as well as their heirs, successors and assigns, to-wit:

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION, ALL ADDITIONS THERETO AND DELETIONS THEREFROM

1. Legal Description. The real property which presently is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Jackson County, Alabama, and is described in the Plat of “The Promenade and The Oaks”, as recorded in Cabinet B, Slide 63A, according to the records in the Office of the Judge of Probate of Jackson County, Alabama. This Declaration shall not apply to any other property owned by any other person or entity, unless expressly made subject to this Declaration pursuant to Section 2 of this Article I hereof.

2. Additions to Property. Upon the approval in writing of the Association (as defined below), the owner of any property who desires such property to be subject to this Declaration, may file a Supplementary Declaration describing the additional property to be subject to this Declaration. Such described property shall become and be subject to this Declaration at such time as the owner thereof shall file the Supplementary Declaration in the Office Of the Judge of Probate of Jackson County, Alabama, and if the additional property is Ideated in a county other than Jackson County, the owner shall file a copy of this Declaration and the Supplementary Declaration in the Office of the Judge of Probate of the county in which the property is located. Such Supplementary Declaration may contain such complementary additions to and modifications of the Protective Covenants as the Association shall determine to be necessary or proper to reflect the different character, if any, of the additional property, provided they are not inconsistent with the general plan of this Declaration.

3. Withdrawals of Property. The Association may at any time or from time to time withdraw portions of the Property from this Declaration, provided only that the withdrawal of such portions of the Property shall not, without the joint consent of the Owners of Lots constituting over one-half of the then existing Lots, increase by more than one-fourth the share of Association expenses payable by the Owners, if any, of Lots which would remain subject hereto after such withdrawal. The withdrawal of Property as

aforesaid shall be evidenced by filing a Supplementary Declaration setting forth the portions of the Property to be so withdrawn in the Office of the Judge of Probate of Jackson County, Alabama, and if the property is located in a county other than Jackson County, the Supplementary Declaration shall also be filed in the Office of the Judge of Probate of that county.

4. Merger. The Association may merge or consolidate with another owners association now existing or hereafter created. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another owners association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. To the greatest extent practicable, the surviving or consolidated association shall administer the covenants and restrictions established by this Declaration with the Property, together with any surviving covenants and restrictions established upon any other properties as one scheme, but with such differences in the method or level of assessments to be levied upon the Property and such other properties as may be appropriate; taking into account the different nature or amount of services to be rendered to the owners thereof by the surviving or consolidated association. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration except as expressly adopted in accordance with the terms hereof.

ARTICLE II

GENERAL

1. Exclusive Residential Use and Improvements.

A All Lots in the Property shall be known and described as residential Lots and shall be used for single-family residential purposes exclusively. For purposes of this paragraph, no occupancy, use, utilization, tenancy or possession of any Lot pursuant to any lease, rental agreement, contractual license, or term for years, however denominated, for a period of less than one hundred eighty (180) days, shall constitute use for single-family residential purposes.

B. All buildings will be in conformity to the standards set forth herein with regards to appearance, application to the City of Scottsboro Department of Community Affairs, submission of plans, and all other provisions herein not including size limitations. No structure shall be erected unless the Lot owner has first obtained the prior written approval of the Architectural Control Committee established pursuant to Article IV of this Declaration (the "ARC") in accordance with the provisions of the Article IV of this Declaration, which approval will not be unreasonably withheld or delayed. Lot Owners should submit their plans to the ARC before applying for any building permit or otherwise seeking any approval of such plans from the City of Scottsboro Department of Community Affairs. No structure shall be erected unless the Lot owner has provided a complete set of plans, as specified herein and as further specified by the City of Scottsboro Department of Community Affairs for approval and has actually received approval from such entity.

C. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat or required by applicable zoning laws.

D. No dwellings shall be erected containing less than one-thousand eight hundred (1,800) square feet of living (heated) area, exclusive of porches, garages, and basements. In the event that City of Scottsboro Department of Community Affairs amends its maximum building site requirements, the City of Scottsboro Department of Community Affairs building site restrictions shall prevail over these covenants, provided that, the City of Scottsboro Department of Community Affairs building site requirements are greater than the minimum site requirements contained in these covenants.

E. BUILDING REQUIREMENTS

E. I. ROOF PITCH. The front roof pitch on any residence shall not be less than 5 x 12.

E.2. DRIVEWAYS. All entrances to driveways must have a minimum of a 12"x 24' culvert pipe or concrete concave entrance, if warranted as determined by the ARC.

E.3. PORCHES. All porches on the front and sides of any dwelling shall either be supported by the foundation of the structure or shall have brick/stone/stucco column supports which match the brick/stone/stucco used in the foundation of the structure.

E.4. FOUNDATIONS. All dwellings will have brick/stone/stucco on all four sides of the foundation, with no exposed, or split block.

E.5. STYLE. All homes are to be of traditional southern styling. The intent of this limitation is to create uniformity within the subdivision with the exterior appearance of buildings to be of Alabamian type architecture and not unusual or unique.

E.6. CHIMNEYS. No cantilevered chimney chases shall be allowed on the front of any structure. All chimney chases on the front of the structure shall be supported by the foundation of the structure.

E.7. HVAC EQUIPMENT. Outside air-conditioning units may not be located in the front yard or any required side yard on corner Lots.

E.8. WINDOWS. Wood frame, vinyl windows, aluminum clad or painted aluminum windows will be used exclusively on the sides, front, and rear of the dwelling constructed.

E.9. CONCRETE BLOCKS. No concrete block work, including foundations, concrete block steps, walkways, walls or any other concrete block, whether painted or otherwise, shall show from the exterior of any building.

E.10. SIDING. No vertical siding shall be used on the construction of any dwelling. No vinyl or aluminum siding is to be used on exterior of buildings.

E.11. CONSTRUCTION OF IMPROVEMENTS. When the construction of any building is once begun, work thereon must be prosecuted diligently and continuously and must be completed within twelve (12) months.

F. PLAN REQUIREMENTS: The plans shall include but not be limited to the following.

F.1. SITE PLANS. Plans must show house location as it relates to property line and applicable setback lines.

F.1(a) Drawn to a scale no less than 1"=20'0"

F.1(b) Plan to show all sidewalks, driveways, patio, decks, fencing (see section 4). Fences and hedges elevation of proposed finished floor and approximate existing grade.

F.2. FOUNDATION PLAN. Plans must show type and details of footing to be used.

F.2(a) To be at a scale no less than $\frac{1}{4}''=1'0''$

F.2(b) Foundation plan to show any and all changes in elevation of foundation, concrete slabs, etc. NOTE: Foundation not to be less than 9" above finish grade.

F.2(c) NOTE: If house is to be built on a pile type, footing plans shall include stamped, sealed plans from a licensed structure Engineer, showing details of design.

F.3. FLOOR PLAN. Plans to show layout of home, all dimensions, changes in level or elevations of floor. Plans shall locate electrical panel box and all service areas. NOTE: No finished floors shall be below F.I.R.M. designated flood elevations.

F.3(a) Plans are to be drawn at a minimum scale of $\frac{1}{4}''=1'0''$

F.4. ELEVATIONS. Plans shall show all exterior elevations indicating the type and color or finish materials.

F.4(a) Plans are to be drawn at a minimum scale $\frac{1}{4}''=1'0''$

F.4(b) Elevation shall indicate finish floor elevation, approximately existing grade elevation and designated F.I.R.M. flood elevation.

F.5. BUILDING SECTIONS AND DETAILS. The drawings are to be as required by the complexity of the structure to clearly define needs of the structure. If required they are to be at a scale of no less than $\frac{1}{2}''=1'0''$

F.6. WALL SECTION. This plan shall clearly define the components of the structure. Plans shall include, but not be limited to materials used, size, height, roof pitch (see section F.1. roof pitch), type and color of exterior finish materials, all hurricane anchor attachments and general construction design intent for each project.

F.6(a) Plan to be at a minimum scale of 1"=1'0"

F.7 ELECTRICAL PLAN. Plan to show general electrical lighting and fixtures, meter location, A/C unit and or compressor, as well as any planned exterior lighting (see section F.9. exterior lighting.)

F.7(a) Electrical plan to be drawn at a minimum scale of 1/4"=1'0"

G. All plans for construction must be stamped All contractors must be licensed and insured.

2. Maintenance. It shall be the responsibility of each Lot owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on such Lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

3. Landscaping. Owners may elect to either leave Lots in their natural vegetative state or install landscaping via sod, sprigging or seeding.

4. Fences and Hedges.

A. No fences shall extend nearer the street than the rear of the dwelling.

B. No shrubs or trees shall be planted on street comers that will impede view of signs, pedestrians or automobiles.

C. No chain link fence, wire, or metal fence of any kind may be constructed.

D. OFF-STREET PARKING. The owner of each Lot or Lots, comprising a building site, shall provide art off-the-street parking area on his Lot for his own vehicles and at least two additional vehicles.

5. Use Restrictions.

A. CUTTING OF LARGE TREES. No living hardwood tree having a diameter greater than 14 inches measured six feet from the ground, may be cut on any of

the Lots in said subdivision without the written consent of the Association except such trees as shall be growing within ten (10) feet of the residence or driveway to be erected thereon.

B. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. No dangerous animals may be kept on any Lot.

C. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

D. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

E. No water pipes, gas pipes, sewer pipes or drainage pipe shall be installed or maintained above the surface of the ground of any Lot within the Property, except for hoses, movable irrigation pipes and concrete drainage ditches.

F. No pre-fabricated, modular, or mobile homes are allowed.

G. No clotheslines of any kind will be permitted.

H. No further subdividing of existing Lots shall be permitted.

I. All residences are to be of natural colors, which means earth tones and/or white.

6. Trash. No trash, garbage or other refuse shall be dumped, stored or accumulated on any Lot. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material, as not to be visible from any road or within sight

distance of the Lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period.

7. Temporary Structures. Except as otherwise permitted in Article II, (1) (C), no structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence, either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling is completed and a certificate of occupancy issued by the appropriate governmental authorities where applicable.

8. Signs. No signs of any kind shall be displayed to the public view on any Lot except one (1) professional sign, the standards for which are set-out herein, or signs used by a builder to advertise the property during the construction phase. No signs shall be nailed to trees. The standards for professional signs are as follows:

- (a) Signs must be neat, clean and made of metal material only;
- (b) Signs must be twenty-two (22) inches high by sixteen (16) inches wide;
- (c) Signs must have a chocolate brown background with ivory boundary/lettering and must display a goose logo at the top;
- (d) Lettering must be of computer generated font;
- (e) Signs must be attached to a white wood or metal stake; and
- (f) Builders may erect a sign only during construction of the home.

9. Storage of Vehicles. Boats. Trailers. etc. All boats must be kept either within the garages or on the rear of the Lots so long as they are not visible from the street. No disabled, dismantled, non-operating, wrecked or junk vehicles will be stored on any Lot. No travel trailers, tractor- trailer trucks, panel vans or other commercial trucks in excess of a one-ton classification shall be parked or stored on any Lot.

10. Radio Antennae. No radio antennae shall be permitted. No satellite dishes larger than 36" in diameter shall be permitted.

11. Enforcement. The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for any persons owning any Lot on said land: (A) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restriction, or (B) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation; provided however, that the remedies set forth in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.

12. Protective Covenants running with the Land. It is understood and agreed that the foregoing covenants and restrictions shall attach to and run with the land for a period of twenty (20) years from the date hereof at which time these covenants and restrictions shall be automatically renewed for successive periods of twenty (20) years, unless by a vote of the majority of the then owners of the Lots, it is agreed to terminate or change same in whole or part. It shall be lawful for the Lot Owners to institute and prosecute any proceedings at law or in equity against that person, persons, corporation or corporations violating or threatening to violate these covenants and restrictions. Failure to institute proceedings for any one or more violations shall not constitute approval of same or be construed as a waiver of any right of action contained herein for past or future violations of these covenants and restrictions.

13. Alteration. These covenants and restrictions may be altered only with the consent of a majority vote of Lot Owners.

14. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed by United States mail, postage paid, to the street address of the Lot owned by such Owner.

15. Severability. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nonetheless remain in full force and effect. Invalidity of any provision or provisions hereof by judgment or court order shall in no way affect any previous other provision, all of which shall remain in full force and effect.

16. Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by the Declaration as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Alabama.

17. Captions. The captions and titles of the various Articles and Sanctions in this Declaration are for convenience of references only, and in no way define, limit or describe the scope or intent of this Declaration.

18. Usage. Whenever used herein the singular shall include the plural and the singular, and use of any gender shall include all genders.

19. Effective Date. This Declaration shall become effective upon its recordation in the office of the Office of the Judge of Probate of Jackson County, Alabama.

20. Water Tap Fees. At the time of connection to the water system, the property owner shall apply for service with The Scottsboro Waterworks, Sewer and Gas Board and pay a water meter installation fee (i.e., a “tap fee”). The Scottsboro Waterworks, Sewer and Gas Board will then cause a meter to be installed on the Lot. The property owners will pay subsequent monthly water fees for water usage as billed. All of the stated fees will be paid to The Scottsboro Waterworks, Sewer and Gas Board. A property owner cannot drill a well on subject property for any purpose. All non-potable water connections to the Scottsboro Waterworks, Sewer and Gas Board’s water system are strictly prohibited. The property owner is bound to The Scottsboro Waterworks, Sewer and Gas Board’s water system. The property owner is further responsible for paying the base water fees as billed, including any additional charged per water use and consumption, if more. Due to the water system design, certain lots will require the installation of a water pressure-reducing valve (PRV). The PRV must be installed immediately downstream of the water meter/backflow prevention equipment. Installation and maintenance costs associated with the pressure-reducing valve shall be the responsibility of the property owner.

21. Sewer Tap Fees. At the time of connection to the sanitary sewer system, the property owner shall apply for service with The Scottsboro Waterworks, Sewer and Gas Board. The Scottsboro Waterworks, Sewer and Gas Board will inspect the connection to the low-pressure sanitary sewer system. The property owners will pay subsequent

monthly sewer fees as billed. All of the stated fees will be paid to The Scottsboro Waterworks, Sewer and Gas Board. The property owner is further responsible for paying the base sewer fees as billed, including any additional charged per water use and consumption, if more. The property owner is responsible for all costs associated with maintaining and connecting to the low-pressure sanitary sewer system; including acquiring and installing a low-pressure residential grinder pump system. The grinder pump system shall be manufactured by Environment One Corporation (or approved equal). The system shall be a complete factory built and tested simplex grinder pump station consisting of a grinder pump suitably mounted in a basin constructed of high-density polyethylene. The pump shall be capable of delivering 15 GPM against a total dynamic head of 138 feet (60 PSIG). One grinder pump station shall be required for each Lot. A property-owner cannot install a septic tank and leach field on subject property for any purpose.

22. Sanitary Sewer System. The Association (as defined below) shall own, operate and maintain the sanitary sewer collection system, main pumping system, and force mains associated with the development. The Association shall maintain a service agreement with the Scottsboro Water, Sewer and Gas Board for operation of the sanitary sewer system.

ARTICLE III

OWNER'S ASSOCIATION

I. Definitions.

(a) The Articles of Incorporation: The Articles of Incorporation of The Promenade and The Oaks Homeowners Association, Inc., a nonprofit corporation, a copy of which is attached hereto and incorporated herein.

(b) The Association: The Promenade and The Oaks Homeowners Association, Inc., its successors and assigns.

(c) The By-Laws: The By-Laws of The Promenade and The Oaks Homeowners Association, Inc.

(d) Member: A person or other entity who is a record owner of any Lot.

(e) Member's Property: The real estate described as "the Property" in the recitals to this Declaration.

(f) Common Areas: Those portions of the Property which are of common use and benefit to all Owners and are not subject to annual and special assessments of the Association, such areas to include, without limitation, the entry way to the Property, all roads located within the boundary of the Property, all street lighting now or hereafter installed on the Property, any and all easements granted or to be granted for the common benefit of the Owners. Other areas as may be designated "Common Areas" by the Association.

2. Entry Way and Roads. The Developer has constructed an entryway which is located at the entrance to the subdivision (the "Entry Way") and the roads located within the boundary of the Property (the "Roads"). Neither the Entry Way nor the Roads can be altered or changed in any way. For the benefit of the Association, the Homeowner's Association reserves an easement on that portion of the Property upon which the Entry Way and the Roads are constructed (as shown on the subdivision plat filed with respect to the Property) in order to maintain the Entry Way and the Roads. The Entry Way and the Roads, together with any streetlights which may hereafter be installed on the Property, constitute part of the Common Area of the Property and shall be maintained by the Association.

3. Operations of the Association. The voting rights of Members, the election of officers and directors, and all other aspects of operation of the Association, shall be subject to the terms and conditions of the Articles of Incorporation and By-Laws of the Association.

4. Lien For Dues and Assessments.

A Each Lot Owner shall be a Member of the Association; provided, that if any Lot is owned by two or more persons, only one such Owner shall be entitled to vote on Association matters. The rights of membership in the Association are subject to the payment of annual assessments and charges. The obligation of such assessments and charges is imposed against each Lot and is a lien upon the Member's Property against which such assessment or charge is made, which in substance is as follows:

B. All Members' Property except for the Common Areas shall be subject to a continuing lien for assessments levied by the Association in accordance with the provisions of this Declaration. The annual assessments and charges together with interest thereon and the costs of collection thereof (including reasonable attorney's fees) as hereinafter provided, shall be a charge on, and shall be a continuing lien upon, the Member's Property against which each such assessment or charge is made. All Member's Property shall be held, transferred, sold, conveyed, sued, leased, occupied, mortgaged and otherwise encumbered subject to all the terms and provisions of this Declaration, the Articles of Incorporation and the By-Laws applicable to Member's Property including, but not limited to, the continuing lien herein described.

C. Upon delivery of a deed to a Lot or Lots within the Property, each Owner shall pay an assessment in an amount determined by the Association for maintenance of the entry way, landscaping of Common Areas, and other uses as determined by the Association. An annual assessment shall be due and payable to the Association on the first day of January of each year, said amount being delinquent if not paid by the 31st day of January 1 following the due date therefore. All assessments so collected by the Association shall be placed in an interest-bearing account established by the Association. Collection of assessments, maintenance of Common Areas and landscaping shall be the sole responsibility of the Association.

D. The Association may, in its discretion, increase or decrease the amount of the annual assessment described in paragraph C above, or impose assessments in addition to the annual assessment to defray costs incurred by the Association. Any special assessments so imposed shall have the same force and effect as the annual assessment and shall constitute a continuing lien on the Lots to secure payment thereof

E. Each Member, by acceptance of a deed or other conveyance to a Lot within Member's Property; whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association the annual assessments, special assessments and charges, such assessments to be fixed, established and collected from time to time as determined by the Association. Each such assessment, together with interest and costs of collection, including reasonable attorney's fees, shall be personal obligation of the person or persons who is or are the Owner of any one or more Lots within such Member's Property at the time when the assessment fell due.

F. The assessments levied by the Association shall be used exclusively for the purpose of providing any and all of the services and activities as may be to the mutual benefit of the Members, maintaining, operating, and repairing of the Common Areas, repair, replacement and additions thereto, and for the cost of labor, insurance, equipment, materials, and supervision thereof, for other purposes beneficial to the Members as determined by the Association and for the purpose of carrying out the functions, purposes, responsibilities and duties of the Association. The Association does not assure that such services will be provided and nothing herein shall be construed as an obligation to provide any such services.

G. The assessments applicable to Lots shall be set by the Board of Directors of the Association.

H. Annual assessments are due on January 1st of each year and will be assessed with a late fee of twenty (\$20.00) dollars if not paid before February 1st each year. Assessments not paid by March 1st each year will accrue a one hundred (\$100.00) dollar monthly late charge each month until paid in full. The Association may bring an action at law against the Member personally obligated to pay any annual or in special assessment or foreclose the lien against the Member's Lot No member shall waive or otherwise escape liability for the assessments provided for in the Declaration or in the By-Laws by non-use of the Common Areas or other areas to which assessments are applied or abandonment of the member's Property owned by such Member. In addition to the late fee set out, here in above, any member who fails to timely pay assessments shall be liable for any attorney's fees and filing fees associated with the cost of collection.

I. The lien of any assessment or charge authorized by the Declaration or the By- Laws with respect to Member's Property is subordinate to the lien of any bona fide mortgage on such Member's Property if, but only if, all assessments and charges levied against such Member's Property falling due on or prior to the date such mortgage is recorded have been paid. The sale or transfer of any Member's Property pursuant to a mortgage foreclosure proceeding, or a proceeding in lieu of foreclosure, or the sale or transfer of such Member's Property pursuant to a sale under power contained in a mortgage on such property shall extinguish the lien for assessments falling due prior to the date of such sale, transfer or foreclosure, but the Association shall have a lien on the proceeds of such sale senior to the equity of redemption of the mortgagor. The foregoing subordination shall not relieve a Member whose Member's Property has been mortgaged of his personal obligation to pay all assessments and charges falling due during the time

he is the owner of such property. The Board of Directors may at any time, either before or after the mortgaging of any Member's Property, waive, relinquish or quit claim in whole or in part the right of the Association to assessments and other charges collectible by the Association with respect to such Member's Property coming due during the period while the same is or may be held by a mortgage or mortgagees pursuant to such sale or transfer.

ARTICLE IV

ARCHITECTURAL REVIEW COMMITTEE: ARCHITECTURAL CONTROL

1. Architectural Review Committee. The ARC shall be composed of at least three (3) and no more than five (5) individuals designated and re-designated from time to time by the Association, as the case may be. The members of the ARC will be designated and may be removed at any time with cause by the Directors of the HOA

2. Approval Required: Plans. Before commencing the construction or alternation of any improvement on any Lot, two (2) complete and legible copies of the Plans for such improvements must first be submitted in writing to and approved in writing by the ARC. The ARC shall have the right to establish and amend from time to time written rules, regulations and standards governing construction and alteration of any improvements on any Lot, as well as the content and type of information required to be submitted to the ARC for its approval, each of which shall be in addition to the provisions and requirements set forth herein.

3. Alterations. Any exterior remodeling, reconstruction, alterations or additions to an existing dwelling or any activity which would change or alter the exterior appearance of an improvement on any Lot must be approved in advance and in writing by the ARC. Interior remodeling, reconstruction or alterations of a dwelling not affecting the exterior appearance of the dwelling shall not require the written approval of the ARC, but shall comply with all restrictions and covenants set forth herein.

4. Application Process.
 - (a) No improvement shall be erected, placed, altered, maintained or permitted on any Lot until two (2) copies of the proposed plans shall have been submitted in writing

to and approved in writing by the ARC. The proposed plans shall be submitted in writing over the signature of any Owner or an Owner's authorized agent.

(b) In any case in which the ARC shall disapproved any plans or shall approve plans only upon specified modifications or conditions, the disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action is based. Upon approval by the ARC of any plans submitted hereunder, a copy of the plans, as approved, shall be deposited for permanent record with the ARC.

(c) The ARC shall, in its sole discretion, determine whether the plans and other data submitted by any Owner for approval are acceptable. Any approval granted by the ARC shall be effective only if such approval is in writing. The ARC shall have the right to disapprove any plans upon any ground which is consistent with the objectives and purposes of this Declaration, including, without limitation, purely aesthetic considerations, failure to comply with any of the provisions of this Declaration, failure to provide requested information, objection to exterior design, appearances or material objection on the ground of incompatibility with the overall scheme of development for the Lot or for the Property, objection to location of any proposed Improvement on any Lot, objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any dwellings or other improvement on any Lot or any other matter which in the sole and absolute judgment of the ARC would render the proposed dwelling or other improvement inharmonious with the general plan of development for the Property. The approval of plans for any one Lot shall not be deemed an approval or otherwise obligate the ARC to approve similar plans for any other Lot.

5. Inspection Rights. The Association or the ARC, or any agent or employee thereof, may at any reasonable time or times enter upon and inspect any Lot and any improvement thereon to determine if the maintenance of such Lot and the maintenance, construction, or alteration of any improvement thereon are in compliance with the provisions hereof; and neither the Association, nor the ARC, nor an agent, officer or employee thereof shall be deemed to have committed a trespass or other wrongful act by reason of the entry or inspection. Any inspection shall be for the sole purpose of determining compliance with this Declaration, and neither the making of any inspection, nor the failure to make any inspection, shall be relied upon by Owners or any third persons or entities for any purpose whatsoever; nor shall any inspection obligate the Association or the ARC to take any particular action based on the inspection.

6. Condition of Property. The approval of any plans by the ARC shall not be construed in any respect as a representation or warranty by the ARC, the Association, or any director, officer, employee or agent of any of them, to any Owner or any other person that the surface or subsurface conditions of any Lot or of any other portion of the Property are suitable for the construction of a dwelling or other improvement thereon. It shall be the sole responsibility of each Owner to determine the suitability and adequacy of the surface and the subsurface conditions of such Owner's Lot. None of the ARC, the Association or of any director, officer, employee or agent of any of them shall be liable or otherwise responsible for any damage or injury suffered or incurred by any Lot Owner or any other person as a result of surface or subsurface conditions affecting a Lot or any portion thereof.

7. Waiver of Liability. THE SCOPE OF REVIEW BY THE ARC IS LIMITED TO APPEARANCE ONLY AND DOES NOT INCLUDE ANY RESPONSIBILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER SIMILAR OR DISSIMILAR FACTORS. None of the ARC, or the Association, or any architect, agent, officer, attorney or employee of any of the foregoing, shall be responsible in any way for any failure of any improvement to comply with requirements of this Declaration, even if a certificate of compliance has been issued, nor for any defects in any plans submitted, revised, or approved, nor for any structural or other defects in any work done according to any plans, and all persons relying thereon agree not to sue or claim against the entities and persons referred to in this Section 7 for any cause arising out of the matters referred to in this Section 7 and further agree to and do hereby release each of these entities and persons from any and every such case to the fullest extent permitted by law. Each Owner, by acceptance of a deed for any Lot, hereby releases the ARC, the Association, and their respective agents, officers, directors, members and successors and assigns, from all liability of every nature whatsoever arising from damage, loss or expense suffered, claimed, paid or incurred by any Lot Owner or from any injury to property or injury or death to any person, related in any way to any defects in any plans submitted to or approved by the ARC, any defects resulting in any work done under any plans or other data submitted, or any action taken or not taken by the ARC or the Association related thereto.

8. Variances. The ARC may, in its sole and absolute discretion, grant any variances from any of the restrictions contained in this Declaration upon written application to the ARC requesting a variance; provided, however, that the grant of a variance to one party

shall not vest in any other party a right to receive the same or a similar variance. All variances shall be in writing and signed by the Chairman or Vice-Chairman of the ARC.

9. Charges for Review of Plans: Certificates. The ARC shall have the right to establish from time to time reasonable charges and fees for the review of any plans, and for issuing any certificate or statement required by, or requested pursuant to, this Declaration. The ARC shall, upon request and at reasonable charges, furnish to any Owner a written certificate setting forth whether all necessary approvals have been obtained from the ARC in connection with any dwelling or other improvements on a Lot.

**(Signature, Notary and Certificate on following page)
(remainder of this page is intentionally blank)**

ADOPTED this _____ day of _____, 2016.

THE PROMENADE AND THE OAKS
HOMEOWNER’S ASSOCIATION, INC.
an Alabama Nonprofit Corporation

by: _____
Lowell Bivens, President

CERTIFICATE OF THE SECRETARY OF
THE PROMENADE AND THE OAKS HOMEOWNER’S ASSOCIATION, INC.

The undersigned, Theresa Carter, the duly elected and incumbent Secretary of The Promenade and The Oaks Homeowner’s Association, Inc., hereby certifies that the foregoing Fourth Amended and Restated Declaration of Protective Covenants for The Promenade And The Oaks Subdivision, was duly approved by a majority of the total votes of the Lot Owners comprising the Corporation at a its annual meeting held on June 18, 2016.

Theresa Carter, Secretary

STATE OF ALABAMA
COUNTY OF JACKSON

I, _____, a notary public in and for said County in said State, hereby certify that Lowell Bivens and Theresa Carter, whose names as President and Secretary, respectively. of The Promenade and The Oaks Homeowner’s Association, Inc., a corporation, is signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Corporation.

This _____ day of _____, 2016.

Notary Public
Comm’n expires _____