

RESTRICTIONS OF BOCAGE SUBDIVISION

The following minimum restrictions are placed on each and every lot in Bocage, a subdivision in the City of Dothan, Houston County, Alabama, a map or plat of which is recorded in the Office of the Judge of Probate of Houston County, Alabama in Plat Book 7, Page 90.

(1) All lots in the subdivision shall be residential lots. No building or structure shall be erected, placed or permitted to remain on any residential lot other than detached single family dwellings, not to exceed three stories in height, and a private garage. No more than one such dwelling shall be erected on any one numbered lot in the subdivision. However, more than one lot may be used for the erection for one single family dwelling.

(2) No building or structure shall be erected, altered, placed or permitted to remain on any building lot in this subdivision until the external design and location has been approved in writing by a committee composed of George E. Wilson, George E. Wilson, Jr., and Stephen R. Wilson or whomever they designate. In the event the committee fails to approve or disapprove such design or location within thirty (30) days after plans have been submitted to said committee, then such approval will not be required. The completion of any construction, alteration or placement of a structure for thirty (30) days or more shall be construed as prima facie evidence of the committee's approval. In the event of the death or resignation of one of the above named members of the committee, the survivors shall appoint a replacement for such member of the committee.

(3) No building shall be located nearer than 85 feet to the front line nor nearer than 25 feet from any side lot line on any lots in the subdivision except Lot 5 of Block A and Lots 1, 7, and 8 of Block B where no building shall be located nearer than 50 feet to the front line unless approved in writing by a committee composed of George E. Wilson, George E. Wilson, Jr., and Stephen R. Wilson, or whomever they designate. In the event the committee fails to approve or disapprove such location within thirty (30) days after plans have been submitted to said committee, then such approval will not be required. The completion of any construction, alteration or placement of any structure for thirty (30) days or more shall be construed as prima facie evidence of the committee's approval. No detached garage or other building shall be located in violation of the above minimum building lines.

(4) No noxious or offensive trade activity shall be carried on upon any residential lot, and no activity shall be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(5) No trailer, basement, tent, garage or other out building shall be erected on any residential lot for use temporarily or permanently as a residence and no structure of a temporary character shall be used as a residence.

(6) No dwelling shall be permitted to be constructed on any residential lot within the subdivision, with a ground floor area of the main structure, exclusive of open porches, garages and out buildings of less than 3000 square feet for a one story structure or less than 1500 square feet, (ground floor) for a one and one half or two story structure and in no event shall the square footage be less than 3000 square feet, exclusive of open porches, garages and out buildings.

(7) No sign of any kind shall be displayed to the public view on any lot except on a professional sign of not more than one square foot or one sign of not more than five square feet advertising the property for sale or rent or signs used by builders to advertise property during the construction and sales.

(8) 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, or tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected or maintained or permitted upon any lot.

(9) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets, may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

(10) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(11) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and any line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(12) If the parties hereto, or any of them, or their heirs or assigns, violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute a suit at law or in equity against the person or persons violating or attempting to violate these covenants for the purpose of preventing them from doing so, or to recover damages for such violations.

(13) No pecan tree shall be removed without the written consent of a committee composed of George E. Wilson, George E. Wilson, Jr., and Stephen R. Wilson or whomever they designate.

(14) There shall be no discharge of firearms of any type within this subdivision.

(15) No fence of any kind shall be erected without written approval of a committee composed of George E. Wilson, George E. Wilson, Jr., and Stephen R. Wilson or whomever they designate. In the event the committee fails to approve or disapprove such fence within thirty (30) days after written request has been submitted to said committee, then such approval will not be required.

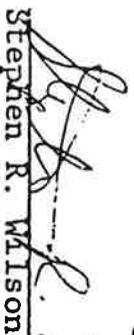
(16) The covenants and restrictions are to run with the land, and shall be binding on all parties and persons claiming ownership thereto, unless changed by seventy-five (75%) percent of the owners of all lots, each lot being entitled to one (1) vote.

(17) Invalidation of any one of these covenants shall not affect the validity of any other covenants, which shall remain in full force in effect.

This 2nd day of January, 1985.


George E. Wilson


George E. Wilson, Jr.


Stephen R. Wilson

OWNERS

BY-LAWS
OF

BOCAGE HOMEOWNERS ASSOCIATION, INC.
ARTICLE I

The name of the corporation is BOCAGE HOMEOWNERS ASSOCIATION, INC., (hereinafter referred to as the "Association"). The principal office of the corporation shall be located at Bocage Subdivision west Main Street, Dothan, Alabama 36301.

ARTICLE II: DEFINITIONS

Section 1: "Association" shall mean and refer to BOCAGE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2: "Subdivision" shall mean and refer to that certain real property described in the Declaration of Covenants and Conditions of BOCAGE HOMEOWNERS ASSOCIATION, INC., and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3: "Common Elements" shall mean and refer to the brick and wrought iron fence running parallel to U.S. Highway 84 and located on the South side of Lot 1 in Block A and the South side of Lots 1, 2, 3, and 4 of Block B, (a description of which is attached hereto as Exhibit "B") in addition to areas designated by the Association to be maintained and any other area that may be maintained for the beautification of the subdivision including, but not limited to the grass, shrubs, lights and sprinkler systems situated in traffic medians which are centered in the streets throughout the subdivision on land condemned and owned by the City of Dothan.

Section 4: "Lot" shall mean and refer to any individual plot of land shown upon any recorded plat of the subdivision together with all improvements situated thereon, with the exception of the Common Elements.

Section 5: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6: "Declarant" shall mean and refer to George E. Wilson, George E. Wilson, Jr., and Stephen R. Wilson, their successors and assigns.

Section 7: "Declaration" shall mean and refer to the Declaration of Covenants and Conditions applicable to the Sub-division recorded in the Office of the Judge of Probate of Houston County, Alabama.

Section 8: "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III: MEETINGS OF MEMBERS

Section 1: Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting for all members shall be held on the same day of the same month of each year thereafter, at the hour of Seven (7) o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2: Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3: Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than thirty (30) days nor more than sixty (60) days in advance of such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the book of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4: Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, sixty percent (60%) of the votes of each class of membership shall constitute

a quorum for any action except as otherwise provided in the
Articles of Incorporation, the Declaration, or these By-Laws.
If, however, such quorum shall not be present or represented at any meeting, another meeting may be called subject to the same notice requirement and one required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 5: Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV: BOARD OF DIRECTORS

Section 1: Number. The affairs of this Association shall be managed by a Board of three (3) directors who need not be members of the Association.

Section 2: Term of Office. At the first annual meeting the members shall elect three (3) Directors for a term of one (1) year; and each annual meeting thereafter the members shall

elect three (3) more Directors for a term of one (1) year.
Section 3: Removal. Any Director may be removed from

the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4: Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5: Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V: NOMINATION AND ELECTION OF DIRECTORS

Section 1: Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2: Election. Election to the Board of Directors shall be by secret ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VI: MEETINGS OF DIRECTORS

Section 1: Regular Meetings. Regular meetings of the Board of Directors shall be held semi-annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2: Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3: Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII: POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1: Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Elements and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

ARTICLE VIII: OFFICERS AND THEIR DUTIES

Section 1: Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2: Election of Offices. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3: Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise become disqualified to serve.

Section 4: Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5: Resignation and Removal. Any officer may be removed from office without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6: Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7: Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special officers created pursuant to Section 4 of this Article.

PRESIDENT

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the members.

ARTICLE IX: BOOKS AND RECORDS

The books, records and papers at the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X: ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclosure the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his lot.

ARTICLE XI: CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: BOGAGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE XII: AMENDMENTS

Section 1. The By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIII: MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of BOCAGE HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 2nd day of January, 1985.

George E. Wilson
George E. Wilson

George E. Wilson, Jr.
George E. Wilson, Jr.

Stephen R. Wilson
Stephen R. Wilson

STATE OF ALABAMA,
HOUSTON COUNTY.

I, the undersigned authority in and for said county and state, hereby certify that GEORGE E. WILSON, GEORGE E. WILSON, JR., and STEPHEN R. WILSON, whose names are signed to the foregoing By-Laws of BOCAGE HOMEOWNERS ASSOCIATION, INC., and who are known to me, acknowledged before me on this day, that, being informed of the contents of said By-Laws, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this, the 2nd day of January, 1985.

Notary Public

My Commission Expires: 9/22/87

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of BOCAGE HOMEOWNERS ASSOCIATION, INC., an Alabama non-profit corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 2nd day of January, 1985.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 2nd day of January, 1985.


Secretary

This instrument prepared by:

William L. Lee, III
Lee & McInish
P.O. Box 1665
Dothan, Alabama 36302

EXHIBIT "B"

BOGAGE SUBDIVISION

DESCRIPTION

(Fence along South side Lot 1, Block A)

One tract or parcel of land being more particularly described as follows: beginning at the point of intersection of the East line of the NW 1/4 of the NE 1/4 of Section 13, T3N, R25E, Houston County, Alabama and the North right-of-way line of U. S. Highway 84 (250'R.O.W.) and running thence N89°-46'-00"W along said right-of-way a distance of 324.82 feet; thence N00°-11'-40"W a distance of 35.00 feet; thence S32°-02'47"E a distance of 37.85 feet; thence S89°-46'-00"E a distance of 301.83 feet; thence N00°-26'-51"W a distance of 34.00 feet; thence S89°-46'-00"E a distance of 3.00 feet to the East line of the above said forty; thence S00°-26'-51"E along said forty line a distance of 37.00 feet to the North line of the above said right-of-way and the point of beginning. Said tract or parcel of land is located in the NW 1/4 of the NE 1/4 of Section 13, T3N, R25E, Houston County, Alabama and contains 0.032 acre, more or less.

DESCRIPTION

(Fence along the South side of Lots 1-4, Block B)

One tract or parcel of land being more particularly described as follows: Commencing at the point of intersection of the East line of the NW 1/4 of the NE 1/4 of Section 13, T3N, R25E, Houston County, Alabama and the North right-of-way line of U. S. Highway 84 (250'R.O.W.) and running thence N89°-46'-00"W along said right-of-way a distance of 404.82 feet to the point of beginning; thence continue N89°-46'-00"W along said right-of-way a distance of 765.24 feet; thence N00°-15'-57"E a distance of 3.00 feet; thence S89°-46'-00"E a distance of 745.23 feet; thence N31°-54'-47"E a distance of 37.60 feet; thence S00°-11'-40"E a distance of 35.00 feet to the North right-of-way of U. S. Highway 84 and the point of beginning. Said tract or parcel of land is located in the NW 1/4 of the NE 1/4 of Section 13, T3N, R25E, Houston County, Alabama and contains 0.06 acre, more or less.