

COVENANTS AND
RESTRICTIONS OF JASMINE COVE SUBDIVISION

MISC 245 153
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Luke Cooley
Judge of Probate
Houston County, Alabama

The following minimum restrictions are placed on each and every lot in Jasmine Cove Subdivision, a subdivision located in the City of Dothan, Houston County, Alabama, which has been platted and subdivided into lots and streets as shown by the plat or map of the same which is recorded in the office of the Judge of Probate of Houston County, Alabama, in Plat Book 11, page 90.

- 1) The lots in the subdivision shall be residential, low density and single family townhouses. The types of districts designated in said subdivision are as follows.

Zoned TH20---All Lots

- 2) No building shall be erected, altered placed or permitted to remain on any building lot in this subdivision until the external design and location have been approved by a building committee consisting of Ben Brown or their designated representative. In the event the building committee fails to approve or disapprove such design or location within thirty (30) days after plans have been submitted to the building committee, then such approval shall not be required. The completion of any construction, alteration or placement of a structure for one hundred-eighty (180) days or more shall be constructed as prima face evidence of the building 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 building committee.
- 3) The location and use of all structures built in said subdivision shall conform to the provisions of the zoning regulations of the City of Dothan, Alabama, then applicable at the time of construction. The minimum construction setback lines shall be those applicable at the time of construction. The minimum construction setback lines shall be those applicable at the time of construction to the respective district in which the lot upon which construction commences shall be found in said subdivision. Purchaser or purchasers of lots shall be required to secure prior approval by the Planning Commission of development plan should the same be required by zoning regulations of the City of Dothan, Alabama.
- 4) No noxious or offensive trade or 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.

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- 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) Single family dwellings constructed on a residential lot within the subdivision in a TH20 classification shall have a total floor area of the main structure, exclusive of open porches, garages and out buildings of at least 940 square feet.
- 7) Sight Distance at Intersection: No fence, wall, edge or shrub planting which obstruct sight lines at elevations between two and six feet above the roadways section of a street property line with the edge of a driveway shall be permitted. 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 lines.
- 8) Drying of Laundry: No structures or apparatus may be constructed for the outdoor drying of laundry or wash unless such structure or apparatus is enclosed in such a way so that it is not visible to the public or adjoining lot owners from a distance greater than twenty-five feet.
- 9) Excavations: No excavations, except such as is necessary for the construction of improvements, shall be permitted.
- 10) House and Travel Trailers: Travel trailers shall not be used as a permanent residence while parked on any lot in the subdivision, nor used as a temporary or permanent residence while parked on any street in the subdivision, nor parked permanently on any street in the subdivision. Travel trailers that are or become unsightly, as determined by the Building Committee, must be hidden from view of the public and adjoining lot owners. No house trailers shall be permitted to remain within the limits of this subdivision.
- 11) Oil and Mining Operations: No oil drilling, oil development 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.
- 12) Automotive Repairs: No automotive repairs shall be performed on any vehicle except in enclosed garages.
- 13) Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

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- 14) Jasmine Cove Landowners Association: Each owner of A Lot or Townhouse in Jasmine Cove Subdivision is required to be a member of Jasmine Cove Landowners Association.
- 15) Enforcement: If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any other covenants herein it shall be lawful for any other person or persons owing any real estate situated in said development or Subdivision to prosecute, proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing, to recover damages or other dues for such violation.
- 16) Severability: Should it be determined that any part of these Subdivision Regulations or covenants are not enforceable either by judgment or court order, then this determination shall revoke only that part, with all the other subdivision regulations or covenants remaining in full force and effect.

IN WITNESS WHEREOF, spitfire Investments, LLC., owner of Jasmine Cove Subdivision, has caused Ben Brown, its duly authorized managing member to execute these Restrictions of Jasmine Cove Subdivision on this day of July 11th, 2006.

Witness

By: _____

Ben Brown

Its: Managing Member

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**BY-LAWS OF JASMINE COVE
LANDOWNERS ASSOCIATION**

THESE BY-LAWS OF JASMINE COVE Landowners Association are promulgated pursuant to the Condominium Ownership Act of Alabama (the "Act") for the purpose of governing Jasmine Cove Landowners Association (the "Association") and the administration of Jasmine Cove (the "Property"), which has been constituted a condominium, the terms used herein are defined in the Declaration by which the Property has been so constituted, and these By-Laws incorporate and are subject to the provisions of said Declaration.

ARTICLE I**DEFINITIONS**

- A. **Association.** "Association" shall mean and refer to Jasmine Cove Landowners Association, its successors and assigns.
- B. **Subdivision.** "Subdivision" shall mean and refer to that certain real property described in the Declarations of Covenants and conditions of Jasmine Cove Landowners Association, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- C. **Common Elements.** "Common Elements" shall mean and refer to the private drives in Jasmine Cove Subdivision, together with any fence, gates, grass, shrubs, lights and sprinkler systems as may be planted or installed on the Common Elements.
- D. **Lot.** "Lot" shall mean and refer to any individual plat of land shown upon any recorded plat or unrecorded plat of the subdivision together with all improvements situated thereon with the exception of the Common Elements.
- E. **Owner.** "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 part of the subdivision, but excluding those having such interest merely as security for the performance of an obligation.
- F. **Declarant.** "Declarant" shall mean and refer to Spitfire Investments, LLC.
- G. **Declaration.** "Declaration" shall mean and refer to the Declaration of Covenants and conditions applicable to the subdivision recorded in the office of the Judge of Probate of Houston County, Alabama.
- H. **Member.** "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

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ARTICLE II**OWNERS**

- A. **Membership.** Every landowner shall be entitled to one vote in the Association. The record title holder (whether one or more) shall be entitled to exercise the one vote allocated to each lot in the subdivision and, by virtue of ownership, shall be a member of the Association.
- B. **Quorum.** The presence at the meeting of members entitled to cast sixty percent (60%) of the voted for the membership shall constitute a quorum for the transaction of business except as may otherwise be provided in 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 the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting.
- C. **Consents.** Any action which may be taken by a vote of the Owners may also be taken by written consent to such action signed by all Owners.
- D. **Annual Meeting.** An annual meeting of the Owners shall be held on the third Tuesday of the first month of each fiscal year of the Association, beginning with the first fiscal year following the fiscal year in which the organization meeting is held, or at such other time during each fiscal years as may be determined by a vote of a majority of the Owners. Any business which is appropriate of action of the Owners may be transacted at an annual meeting.
- E. **Special Meeting.** Special meetings of the owners may be called at any time by the President of the Association or by a majority of the Board of Directors and shall be called upon the written request of a majority of the Owners. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Owners waive notice of any additional business.
- F. **Notice of Meeting.** Written notice of every annual or special meeting of the Owners stating the time, date and place of the meeting and, in case of special meeting, the business proposed to be transacted shall be given to every Owner not fewer than thirty (30) days in advance of the meeting.
- G. **Waiver of Notice.** Waiver of notice of a meeting of the Owners shall be deemed the equivalent of proper notice. Any owner may in writing, waive notice of any meeting of the Owners either before or after such meeting. Attendance at a meeting by an owner, whether in person or by proxy, shall be deemed waiver by such Owner of notice of the time, the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted unless object to lack of notice is raised before the business of which proper notice was not given is put to vote.

- H. Place of Meeting. All meeting of the owners shall be held at such place within the county in which the Property is situated and convenient to the Owners as the President of the Association of the Board of Directors may direct.
- I. Minutes of Meeting. The Secretary of the Association shall prepare, or cause to be prepared, and keep accurate minutes of every meeting of the Owners
- J. Proxies. At all meeting 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 be automatically become null and void upon conveyance by the member of his lot.

ARTICLE III

BOARD OF DIRECTIONS

- A. Form of Administration. The administration of the Association and Property shall be vested in a Board of Directors consisting of minimum of three (3) Directors and a maximum of five (5) Directors elected from and by the Owners.
- B. Authorities and Duties. The authorities and duties of the Board of Directors shall include the following:
 - 1. To provide for the surveillance and security of the property;
 - 2. To provide for the maintenance, repair and replacement of the Common Elements;
 - 3. To employ and discharge the persons necessary for the operation, maintenance, repair and replacements of the Common Elements;
 - 4. To collect from the Owners the respective share of expenses of management and maintenance of the Common Elements;
 - 5. To enact reasonable regulations governing the operation and use of the Common Elements;
 - 6. To enforce the terms of the Act, the Declaration and these By-Laws and the Regulations promulgated pursuant hereto as hereinafter provided, and;
 - 7. To administer the Association and the Elements on behalf of and for the benefit of all owners.
- C. Qualifications. A lot shall be represented by no more than one Director, but an Owner who owns more than one lot may be represented by a Director for each such lot.
- D. Election and Terms. 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 voted shall be elected. A

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Director shall be deemed to continue in office until a successor has been elected and has assumed office and a director may be elected.

- E. **Removal.** A Director may be removed from office with or without cause by the affirmative vote of a majority of the Owners. The unexpired portion of the term of any Director so removed shall be filled by a new Director by the affirmative vote of a majority of the owners.
- F. **Vacancies.** Vacancies in the Board of Directors caused by any reason other than the removal of a Director by the Owners shall be filled by a new Director elected by the affirmative vote of a majority of the remaining Directors even though such remaining directors do not constitute a quorum.
- G. **Voting.** Each Director shall have one (1) vote on all matters acted upon by the Board of Directors. The vote of a Director shall be cast only by such Director at a meeting of the Board of Directors convened in accordance with these By-Laws. The affirmative vote of a simple majority of the Directors present at a meeting at which a quorum has been established shall be sufficient for any action unless otherwise specified in these By-Laws.
- H. **Quorum.** A majority of the Directors in person or by proxy shall constitute a quorum for the transaction of business. Once a quorum has been established at a meeting of the Board of Directors, a quorum shall be deemed to continue to be present until the meeting is adjourned by a vote of a majority of the Director present, regardless of the earlier departure of one or more Directors.
- I. **Consent.** Any action which may be taken by a vote of the board of Directors may also be taken by written consent to such action signed by all Directors.
- J. **Regular Meeting.** Regular meetings of the Board of Directors shall be held at such times, dates and places as the Board of Directors may determine from time to time, but at least one meeting shall be held in each fiscal year. Any business which is appropriate for the action of the Board of Directors may be transacted at a regular meeting.
- K. **Special Meetings.** Special meetings of the Board of Directors shall be called from time to time by the President of the Association, if needed and shall be called upon the written request of one third of the Directors. Only such a business as is stated in the notice of meeting shall be transacted at a special meeting unless all Directors waive notice of any additional business.
- L. **Notice of Meeting.** Written notice of every regular or special meeting of the Board of Directors stating the time, date and place of the meeting and in case of a special meeting, the business proposed to be transacted shall be given to every Director not less than three (3) day or more than ten (10) days in advance of the meeting.

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- M. Waiver of Notice. Waiver of Notice of the Board of Directors shall be deemed the equivalent of proper notice. Any Director may in writing waive notice of any meeting of the Board of Directors either before or after such meeting. Attendance at a meeting by a Director shall be deemed waiver by such Director of notice of the time, date and place thereof unless such Director specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted unless objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

- N. Place of Meeting. All meetings of the Board of Directors shall be held at such place convenient to the directors as the President of the Association or the Board of Directors.

- O. Recess. Any meeting of the Board of Directors may be recessed from time to time for periods not exceeding two hours by a vote of the majority of the Directors present at the time of such a vote, regardless of whether a quorum is present. Any business which could properly be transacted at a subsequent session following a recess of such meeting, and no additional notice of such subsequent sessions, shall be required.

- P. Minutes of Meeting. The Secretary of the Association shall prepare or cause to be prepared and keep accurate minutes of every meeting of the Board of Directors. A copy of such minutes shall be distributed to each Owner within thirty (30) days

FOR THE PURPOSES OF THIS AGREEMENT, THE ASSOCIATION SHALL BE AVAILABLE FOR examination and copying by any Owner at any reasonable time.

- Q. Compensation. The Directors shall serve without compensation but shall be entitled to reimbursement of expenses by the Association when the same are incurred in the conduct of their duties.

ARTICLE IV

OFFICERS

- A. Fiscal Year. The fiscal year of the Association shall be the calendar year unless the Owners shall otherwise determine.
- B. Budget. The Board of Directors shall prepare and submit to the Owners at each annual meeting of the Owners a proposed budget for the Association for the fiscal year in which the meeting is held. The proposed budget shall set forth with particular anticipated common expenses for the fiscal year and the amount of money needed to establish reserves, if any, for the payment of future or unforeseen common expenses.

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- C. **Assessments.** Assessments required for the maintenance of the Common Elements shall be collected from the Owners by the Board of Directors in such amounts and on such terms as the Board of Directors may determine as necessary to defer expenses incurred or anticipated. As more fully provided in the Declaration, each member is obligated to the Association assessments which are secured by continuing lien upon the property against which the assessment is made. Any assessment which is not paid within 30 (30) days after the due date shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property and taxing as additional cost of such action the interest, costs, and reasonable attorney fees necessary for such action. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Elements or abandonment of his lot.

ARTICLE VII

MAINTENANCE AND IMPROVEMENTS

- A. **Maintenance by the Board of Directors.** The Board of directors shall provide for the maintenance, repair and replacement of the Common Elements and shall employ and dismiss the personnel required for such maintenance, repair and replacement. The Board of Directors may at their discretion maintain elements that is considered maintenance by owners.
- B. **Maintenance by Owners.** Each owner shall be responsible for the maintenance of his lot, the dwelling thereon, as well as such of the Common Elements as border the lot, with the exception of the private streets and shall keep the same in good condition and repair.
- D. **Expenses.** Except as hereinafter provided, the expenses of all maintenance repair and replacement authorized by the Board of Directors shall be common expenses.

ARTICLE VII

RESTRICTIONS

- A. **Restrictions.** The use of the property shall be subject to the restrictions and Regulations and provided by the Declarant.
- B. **Enforcement.** The Board of Directors shall enforce the terms of the Declaration and these By-Laws and the Regulations promulgated pursuant hereto, and shall take prompt and appropriate action to correct any violations of the same. In addition, to any other remedy to which the Association or any owner may be entitled; the Board of Directors may impose against an Owner

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reasonable fines not to exceed a total of Ten Dollars (\$10.00) per day for any violation of the terms of the Declaration, these By-Laws, or of the Regulations promulgated pursuant hereto, each day during a violation occurs or continues shall be deemed a separate offense.

The foregoing are adopted as the By-Laws of Jasmine Cove Landowners Association, Inc., at the first meeting of the Board of Directors, this, the 11th day of July, 2006.

IN WITNESS WHEREOF, Jasmine Cove Landowners Association a not for profit corporation, has caused, Ben Brown, its duly authorized President to execute these By-Laws and has further caused Ben Brown, its Secretary to attest the same on this the 11th day of July 2006.

ATTEST:

JASMINE COVE
LANDOWNERS ASSOCIATION

[Signature]
Secretary

by: [Signature]
Ben Brown
President

Recording Fee 38.00
TOTAL 38.00

Put
new words