



HERITAGE VILLAGE
A HOME OWNERS ASSOCIATION COMMUNITY
President Edgar Dubose
413 Mt Vernon (334)702-8007

3/1/11

Reminder For Owners/Renters

1. **Herritage Village is a Clean, Peaceful, Safe Place to Live** – Offensive or illegal, activities are not permitted. Disruptive, Loud, obnoxious activities are not allowed, collection of yard waste is not allowed; burning of rubbish is not allowed etc.
2. **Renters Must Comply With All Association Rules and Regulations** – Renters will receive a copy of the bylaws from their owner or the Association.
3. **No Parking on Grass** – Only in Garage, Driveway and Temporarily in the street.
4. **Garbage Pickup on Thursday** – Cans and yard waste to be put out no earlier than Noon Wednesday. Loose grass and leaves should be bagged, if not, what's left over on Friday after city pickup must be cleaned up and removed by the resident.
5. **Any Trees Cut** – Must be cut flush with the ground. All exterior changes to yards and homes must be pre-approved by the Herritage Village Homeowners Architectural Committee.
6. **No Aerials Antennas** - Only small satellite dishes and not on the front or the house or yard.
7. **All Pets Mush Be Housed Inside The Residence** - Permanent outside pets are not allowed. When outside your yard, pets must be on leash – Cleanup after your pet when walking the neighborhood and at the pond.
8. **No Parking Of RV's Or Trailers** – that cannot be parked in the garage or otherwise out of site and still comply with bylaws.
9. **Homeowners Of The Property** - are responsible for homeowners dues for the entire year. Penalties and action will be taken as allowed in the bylaws for late payment.
10. **See The Attached Bylaws** - for a complete, in-depth understanding of the bylaws and covenants. The homeowners association is here to help you enjoy the benefits of living at Herritage Village. If there is anything we can do to help let us know.

EDGAR DUBOSE

PRESIDENT HOA

REPUBLIC OF ALA.
H. H. H. COUNTY
CLERK OF PROBATE

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date set forth below, by Town & Country Residences, Inc., a Tennessee corporation, "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Houston County, Alabama, more particularly described as:

Heritage Village Subdivision and more particularly described on Exhibit "A" attached hereto.

NOW, THEREFORE, Declarant hereby submits all of the real property described above to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONS

SECTION 1. "Association" will refer to Heritage Village Owners Association of Dothan, Inc.

SECTION 2. "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 properties, whether such lot be improved or unimproved.

SECTION 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and personal property situated on individual lots but owned by the Association.

SECTION 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

SECTION 5. "Lot" shall mean and refer to any numbered plot of land shown upon the recorded plat of Heritage Village, Phase I, with the exception of the Common Areas.

SECTION 6. "Declarant" shall mean and refer to Town & Country Residences, Inc., a corporation, its successors and assigns if such successor or assign should acquire more than one undeveloped lot from Declarant for the purpose of development.

ARTICLE TWO

PROPERTY RIGHTS

SECTION 1. Owners' Easements of Enjoyment. Every owner shall have a right of use and enjoyment in and to the Common Elements which said right of use and enjoyment shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use and enjoyment of any recreational facility situated upon the Common Elements;

(b) the right of the Association to suspend the voting

right and right to use and enjoyment of the recreational facilities by any owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

SECTION 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of use and enjoyment to the Common Elements and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE THREE

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

SECTION 2. The Association shall have two (2) classes of voting membership:

(a) Class A. Class A members shall be all Owners with the exception of the Declarant (who shall become a Class A member when Declarant's Class B membership ceases as provided hereafter) and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to the lot.

(b) Class B. Class B member(s) shall be Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (1) when the total votes outstanding in the Class A membership equal total votes outstanding in the Class B membership, or
- (2) sixty (60) months from recording the Declaration in the Probate Office of Houston County, Alabama.

ARTICLE FOUR

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each Owner of any lot by acceptance of title thereunto, whether or not it shall be so expressed in such deed or other conveying instrument, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) special assessments imposed upon an individual lot owner for repair or maintenance necessitated by the willful or negligent act of the Owner, his family, or their guests, tenants or invitees. The annual or special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each

such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area.

SECTION 3. Maximum Annual Assessment. Beginning July 1, 1989, the annual assessment, payable annually in advance, shall be imposed on all completed lots as of said date and on all lots sold thereafter from the first of the month following conveyance of a lot to an owner, and the developer's responsibility will be limited to payment, until all lots are sold or sixty (60) months from the recording of the Declaration, whichever occurs first, of whatever amount will be required to fund the Association (less unit owner's contributions), regardless of the amount of assessment per unit. Thereafter, the Associations' Board of Directors, with the approval of two-third (2/3) of each class of the members present and voting at a meeting of the membership called for such purpose, shall establish the amount of the annual assessment, which annual assessment must be fixed at a uniform rate for all lots, unless in the event of maintenance or repair cost necessitated by the willful or negligent act or an Owner, his family or their guests, tenants or invitees occasions an increased assessment to a particular Owner. Annual assessments may be collected on a monthly, quarterly, semi-annual or annual basis as the Board of Directors may establish. Initially such annual assessments shall be payable annually.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in an assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum.

SECTION 6. Date of Commencement of Annual Assessments - Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of July, 1989. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

SECTION 7. Effect of Nonpayment of Assessments - Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The association may bring an action of law against the Owner personally obligated

to pay same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

SECTION 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter become due or from the lien thereof.

ARTICLE FIVE

INSURANCE

Insurance (other than title insurance) which shall be carried upon the Common Area shall be governed by the following provisions:

SECTION 1. Authority to Purchase. All insurance policies upon the Common Area shall be purchased by the Association in the name of the Association as Trustee for each of the lot owners. Such policies shall be deposited with the Association. Insurance policies on the Common Area shall be taken out at the discretion of the Association.

SECTION 2. Coverage.

(a) Casualty. The Association shall determine the amount and types of casualty coverage if such coverage, in the discretion of the Association, shall be deemed desirable. Such coverage may afford protection against:

(1) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement, and

(2) Such other risks as from time to time shall be covered with respect to improvements of the common areas, including but not limited to vandalism and malicious mischief.

(b) Workmen's Compensation. In the event that the activities of the Association should become subject to the Workmen's Compensation Law, the Association may acquire the necessary coverage to meet the requirements of Alabama Law with respect to such coverage.

(c) Fidelity Bonds. The Association may, at its discretion, require and maintain blanket fidelity bonds on all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association; furthermore, should the Association delegate some or all of the responsibility for the handling of funds to a management agent, then in such event, the Association may, at its discretion, acquire fidelity bonds for such agents, officers, employees or other persons responsible for handling funds on behalf of the Association.

(d) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

SECTION 3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

SECTION 4. Association as Agent. The Association is hereby irrevocably appointed Agent for each lot owner to adjust all

claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims, and to distribute the proceeds from insurance claims as may be appropriate.

ARTICLE SIX

RESTRICTIONS UPON USE

The use of the Properties shall be in accordance with the following provisions:

SECTION 1. Residential Use. Each lot shall be used for residential purposes only.

SECTION 2. Structure Set Back. No residence shall be erected on any lot closer than twenty (20') feet from the right-of-way of any street located in Heritage Village Subdivision including a corner lot nor shall any residence be erected on any lot closer than ten (10') feet to any side lot line.

SECTION 3. Structures. Construction of structures other than the main residence structure and any garage structure shall not be permitted on any lot of the Subdivision except the following ancillary structures may be permitted subject to approval by Architectural Control Committee of location and architectural design and exterior finishes: pet house (up to 25 square feet and not more than 5 feet high), hothouses, or greenhouses (up to 100 square feet and not more than 15 feet high), poolhouses or children's treehouses or playhouse (up to 145 square feet and not more than 12 feet high), outdoor fireplaces or barbecue pit (up to 9 square feet and not more than 10 feet high), and swimming pools and mechanical installations in connection therewith. Any such ancillary structures permitted hereunder shall be attractively landscaped, constructed in a harmonious design with the main structure. Architectural Control Committee approval shall be obtained before construction of any ancillary structure. Any enclosure of a garage for residential purposes shall retain the design of the front of the garage including the garage door.

SECTION 4. Fences. No fence or wall shall be erected higher than six (6) feet from the normal surface of the ground. All fences must be approved by the Architectural Control Committee as to location, quality, style, or color and design prior to construction. Visible chain link fences will not be permitted. In no event shall any fence connect to any house at a point closer than thirty (30') feet from the front of each house. Fences may not be located outside property lines. No fence or wall shall be erected between the front of a house and the street.

SECTION 5. Design and Location of Improvements and Tree Removal to be Approved by Architectural Control Committee. For the purpose of further insuring the development of the Subdivision as a residential area of highest quality and standards, and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides of view, the Architectural Control Committee reserves the exclusive power and discretion to control and approve all improvements to be built on each lot. Architectural Control Committee also reserves the right to approve all plans for tree removal from any lot in connection with clearing an area for construction or improvements or for creation of a yard area. Plans for clearing a lot, construction of improvements and landscaping, showing such details as Architectural Control Committee may reasonably require to permit Architectural Control Committee to carry out its approval rights hereunder, shall be submitted to Architectural Control Committee for its review and approval. The timing for submitting plans for review and the time period for Architectural Control Committee to respond shall be established by

Architectural Control Committee from time to time. The owner of a lot shall be required to landscape the area between the lot line and the paved area of the abutting street in a manner consistent with the landscaping of the lot.

SECTION 6. No Parking of Vehicles, Boats, Etc. No wheeled vehicles of any kind, boats or any offensive objects may be kept on public right-of-ways of the Subdivision, or in the driveways, front, side or rear yard area of any lot except that passenger vehicles (other than mobile homes, motor homes, self-contained or otherwise, travel trailers and campers) may be parked on a temporary basis in the paved driveways serving a lot. Boats or wheeled vehicles may be kept completely inside a garage located on the lot or within the rear yard of a lot provided such object is sufficiently screened so that it is hidden from view from the front, sides and rear of the lot. No trailers of any kind, mobile homes nor motor homes shall be kept for use on any lot. Disabled vehicles or vehicles under repair may be kept on a lot within the garage located on said lot.

See
Amendment

SECTION 7. Window Air Conditioners. Unless the prior approval of the Architectural Control Committee has been obtained, no window air conditioning units shall be installed in any side of a building wall visible from the street or side yard.

SECTION 8. No Overhead Wire. All telephone, electric and other utility lines and connections between the main utility lines and the residence and other buildings located on each lot shall be located underground so as not to be visible.

SECTION 9. Residing Only in Residence. No trailer, basement, or any outbuilding of any kind even if otherwise permitted hereunder to be or remain on a lot, shall be at any time used as a residence either temporarily or permanently.

SECTION 10. Size of Signs. No sign of any character shall be displayed or placed upon any lot except as approved by the Architectural Control Committee. Said Committee hereby approves "For Sale" signs of a size not to exceed nine (9) square feet to be placed upon said lot by any owner-resident or his agent to facilitate the sale thereof. One (1) "For Sale" sign shall be permitted per lot. "Sold" may be affixed to said sign and remain on the lot until seven (7) days after closing of the sale. The Architectural Control Committee may enter upon any lot and summarily remove any signs which do not meet the provisions of the paragraph. Furthermore, Architectural Control Committee hereby approves a single identification sign board which may be located on a lot during the construction period on which the builder may identify themselves. The sign board shall not be more than four feet high and two feet wide. In no event shall any signs be affixed to any trees on the lot.

SECTION 11. Commercial Signs. Nothing contained in these covenants and restrictions shall prevent or limit the Architectural Control Committee or any person designated by the Architectural Control Committee from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as the Architectural Control Committee may deem advisable for development, marketing or sales purposes.

SECTION 12. Aerials and Antennas. Unless otherwise approved by Architectural Control Committee, no television or radio or antenna, nor any other exterior electronic or electric equipment or devices of any kind shall be located on any lot or installed or maintained on the exterior of any structure located on a lot.

See
Amendment

SECTION 13. Mail Boxes. Only a mail box or newspaper receiving box of the types approved by Architectural Control Committee from time to time may be erected or located on any lot. No other receptacle of any kind for any use in the delivery of

mail or newspapers or similar material may be erected or located on any lot. If the Architectural Control Committee chooses to cluster mail boxes to afford a more uniform style, no individual mail boxes will be permitted.

SECTION 14. Pets. Except for not more than two (2) dogs or two (2) cats or one (1) dog and one (1) cat, no pets or other animal may be kept on a lot or in any structure located on the lot, unless confined exclusively to the interior of the main residence located on the lot. No animals of any kind may be kept for any commercial or breeding purposes. If, in the sole opinion of the Architectural Control Committee, the animal or animals become dangerous or an annoyance or nuisance in the neighborhood or are destructive wild life, they may not thereafter be kept on the lot. The owner of any animal shall have the animals on a leash at all times when not confined.

SECTION 15. No Offensive Activities. No illegal, noxious or offensive activity shall be permitted or carried out on any part of a lot or the Properties, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of said lot nor upon any land or lands, contiguous thereto. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted to be on any part of said land or right-of-ways. Except for the day of collection, trash containers shall be kept inside the garage or within a screened area to the side of the house.

SECTION 16. Well Limitation: Water Supply. No artesian wells may be drilled or maintained on any lot. A property owner may provide an individual water supply system from a shallow well on his lot provided that said system is used solely to supply water for an air-conditioning or heating installation, irrigation purposes, swimming pools or other exterior uses.

SECTION 17. Lot Appearance. The owner of each lot, whether such lot be improved or unimproved, shall keep such lot and the area between the property line of the lot and the paved surface of any abutting street free of trash and rubbish and shall keep such lot at all times in a neat and attractive condition. In the event the owner of any lot fails to comply, the Architectural Control Committee shall, after giving written notice to the property owner, have the right, but no obligation, to go upon such lot and remove rubbish and any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the owner of such lot, which expenses shall be payable by such owner to the Architectural Control Committee on demand.

SECTION 18. Clothes Lines. Only portable clothes lines will be permitted in the rear of the house. Clothes must be removed promptly and line hidden from view after each use.

SECTION 19. Street Lighting. Grantor will contract with the City of Dothan to install street lighting systems for this Subdivision. The cost of operating and maintaining this system shall be included in the maintenance fee.

SECTION 20. Architectural Control Committee May Correct Violations. Whenever there shall have been built or there shall exist on any lot any structure, building, thing or condition which is in violation of these covenants and restrictions, the Architectural Control Committee shall, after giving written notice to the property owner, have the right, but no obligation, to enter upon the property where such violation exists and summarily to abate, correct, or remove the same, all at the expense of the owner of such property, which expense shall be payable by such owner to the Architectural Control Committee, on

demand, and such entry and abatement, correction or removal shall not be deemed a trespass or make the Architectural Control Committee liable in any way for any damages on account thereof.

SECTION 21. Approval of Architectural Control Committee. Wherever in these covenants and restrictions the consent or approval of the Architectural Control Committee is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Architectural Control Committee. Such request shall be sent to the Architectural Control Committee by certified mail with return receipt requested. In the event that the Architectural Control Committee fails to act on any such written request within thirty (30) days after the same has been submitted to the Architectural Control Committee as required above, the consent or approval of the Architectural Control Committee to the particular action sought in such written request shall be presumed; however, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants and restrictions herein contained.

SECTION 22. Amendments or Additional Restrictions. The Declarant reserves and shall have the right (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, (b) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (c) to include in any contract or deed or other instrument hereafter made, any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained, and (d) to release any single lot from any part of the covenants and restrictions which have been violated if the Declarant in its sole judgment determines such violation to be a minor or insubstantial violation.

SECTION 23. Amendment of Restriction with Consent of Owners. In addition to the rights of the Declarant provided for in Subparagraph V above, the Declarant reserves and shall have the right, with the consent of the persons then owning two-thirds (2/3) or more of the platted lots sold shown on the plat of Heritage Village Subdivision, to amend or alter these covenants and any part thereof in any other respect.

SECTION 24. Additional Restrictions by Individual Owners. No property owner, without the prior written consent and approval of Declarant and the Architectural Control Committee, may impose any additional covenants and restrictions on any part of the land shown on the plat of the Subdivision.

SECTION 25. Restrictions Effective Period. The covenants and restrictions contained herein, as amended and added to from time to time as provided for herein, shall be subject to the provisions hereof, and unless released as herein provided, be deemed to be covenants and restrictions running with the title to said land and shall remain in full force and effect for the time period identified in Article Seven herein.

SECTION 26. Architectural Control Committee. The Architectural Control Committee shall initially be composed of William H. Hall, Michael A. Mabry and James C. Traynham.

ARTICLE SEVEN

GENERAL PROVISIONS

SECTION 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years,

unless a majority of the members of the Association decide that such covenants, conditions and restrictions shall abate, which decision if made shall be evidenced by an agreement in writing signed by a majority of the membership setting forth their decision, which document shall be effective when duly recorded in the Probate Records of Houston County, Alabama. This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the lot Owners and the record owners of mortgages constituting liens against the lots belonging to the lot Owners signing such amending instrument. Any amendment must be recorded in the Probate Records of Houston County, Alabama.

SECTION 2. Annexation. Additional residential property and common area may be annexed to the properties and become subject to this Declaration with the consent of two-thirds (2/3) of each class membership or by the act of Declarant in filing a recorded plat describing adjacent property for successive phases to Heritage Village Subdivision:

SECTION 3. Rules and Regulations by Board. The Board of Directors shall have the right to propose rules and regulations to govern the use of properties within this parcel. Such proposals shall be submitted in writing to each Owner, and such proposal shall become binding on all properties within the parcel unless at least one-third (1/3) of the Owners entitled to vote record with the Board a written "No" vote within ten (10) days of notice of the proposal. At the expiration of ten (10) days, the secretary shall inform all Owners whether or not the regulation has been successfully proposed. If the proposal is approved, either the Association or any of its members shall have the right to enforce the use restriction or rule, through court action, if necessary. The successful party in such litigation shall be entitled to payment of attorney's fees and costs by the opposite party.

SECTION 4. Maintenance. The Association shall be responsible for maintaining the median strips of the roadways located within the Subdivision area.

SECTION 5. Additional Roads. Declarant reserves the right to use the undeveloped parcel located in Heritage Village Subdivision for any purpose, including as roadways in the event that adjacent properties are developed for residential purposes.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 18th day of JANUARY, 1989.

DECLARANT

Town & Country Residences, Inc.

[Signature]
William H. Hall, Its President

STATE OF ALABAMA
HOUSTON COUNTY

I, the undersigned authority in and for said County and State, hereby certify that William H. Hall whose name as President of Town & Country Residences, Inc., a Corporation, is signed to the foregoing Declaration, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Declaration, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal this 18th day of JANUARY, 1989.



[Signature]
Notary Public
My commission expires: 8-8-92

This instrument prepared by:

Ret
Dorhan, Alabama 36302
Dothan AR Boxes 501

Filed this 1 day of Mar 1989 at 10:33AM M. R. Mtg. Tax
\$ _____ Deed Tax Paid, Recorded _____ Book _____ Page _____
[Signature] Judge of Probate No. _____
HOUSTON COUNTY, ALABAMA

EXHIBIT "A"

A parcel of land in the City of Dothan, Houston County, Alabama and being more particularly described as follows: Beginning at the Southeast corner of the E1/2 of the NE1/4 of the NE1/4 of Section 33, T3N, R26E and thence N02°-51'-30"W along the East line of said twenty, 1056.86 feet; thence N87°-54'-28"W, 357.84 feet; thence S64°-42'-10"W, 183.32 feet; thence S37°-56'-41"W, 76.36 feet; thence S87°-02'-30"W, 100 feet to the West line of said twenty; thence S02°-57'-30"E along the West line of said twenty, 937.23 feet to the Southwest corner of said twenty; thence N89°-03'-22"E along the South line of said twenty, 674.58 feet to the point of beginning. Said parcel being in the E1/2 of the NE1/4 of the NE1/4 of Section 33, T3N, R26E and containing 16.014 acres.

Filed this 1 day of Mar 1989 at 10:33 AM M. S. 113 Mtg Tax
\$ Deed Tax Paid, Recorded Mar Book 114 Page 113
Clatus N. Youmans Judge of Probate No. 37
HOUSTON COUNTY, ALABAMA

Mar 1 10 33 AM '89
FILED
HOUSTON COUNTY
CLATUS N. YOUNMAN
JUDGE OF PROBATE
ALABAMA

AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT made on the 21st day of June, 1990, made with the consent of more than two-thirds (2/3rds) of the platted lots sold shown on the plat of Heritage Village Subdivision, to the Declaration of Covenants, Conditions and Restrictions of Heritage Village Subdivision as follows:

By changing Article Six, Section 2 as follows:

"Structure Set Back. No residence shall be erected on any lot closer than twenty (20') feet from the right-of-way of any street located in Heritage Village Subdivision including a corner lot nor shall any residence be erected on any lot closer than five (5') feet to any side lot line."

The undersigned members constitute in excess of two-thirds (2/3rds) of the voting membership of Class A and Class B members entitled to vote on this Amendment as provided in Article Six, Section 23.

JUN 21 1990

TOWN AND COUNTRY RESIDENCES, INC.

By: *Michael A. Mabry*

Michael A. Mabry, (Its Vice President)

STATE OF FLORIDA
BAY COUNTY

NOTARY
PUBLIC

I, the undersigned authority in and for said County and State, hereby certify that Michael A. Mabry whose name as Vice President of Town and Country Residences, Inc., a Corporation, is signed to the foregoing Amendment, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Amendment, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal this 21 day of June, 1990.



J. H. Mabry
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA AT L.
MY COMMISSION EXPIRES AUGUST 31, 1991
BONDED THRU AGENT'S NOTARY BUCKER

My commission expires:

Filed this 27 day of June, 1990 at 9:55 AM M. S.

Deed Tax Paid, Recorded in Book 124 Page 207 200

Clerk of Probate No. 441 350

HOUSTON COUNTY, ALABAMA

Daw Hestey

5500

77285

AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT made on the 14th day of March, 2003, made with the consent of two-thirds (2/3rds) of the homeowners of Heritage Village Subdivision, to the Declaration of Covenants, Conditions and Restrictions of Heritage Village Subdivision as follows:

By changing Section 6, p. 118 as follows:

"Parking. Passenger vehicles owned by homeowners and members of their family are to be parked in the garage or on the driveway. If more space is needed the vehicle is to be parked in the street, next to the curb of the homeowner's property, away from any mailbox or a neighbor's driveway. Any disabled passenger vehicle or such vehicle under repair must be kept within the closed garage. No other vehicles or any offensive objects may be kept on public right-of-ways in the subdivision, in the driveways, front, side or rear yard area of any lot. Boats, wheeled vehicles and utility trailers may be kept inside a closed garage or within the rear yard of a lot provided such object is sufficiently screened so that it is hidden from view from the front, sides and rear of the lot. No semi-trucks, mobile homes nor motor homes shall be kept on any lot."

THIS AMENDMENT made on the 14th day of March, 2003, made with the consent of two-thirds (2/3rds) of the homeowners of Heritage Village Subdivision, to the Declaration of Covenants, Conditions and Restrictions of Heritage Village Subdivision as follows:

By changing Section 12, p. 118 as follows:

"Aerials, Antennas, Satellite Receivers. Only small satellite receivers (18") are permissible. They need to be mounted on the house (not on the front) in a professional way and positioned to where a maximum of 12 feet of coaxial line is exposed. An antenna that adheres to the back of the receiver and comes only a few inches above it is acceptable. Nothing taller than that is acceptable. A satellite receiver is the only device that may be mounted on the house. No satellite receivers or other receivers or antennas will be attached to the house, fence, post, ground, birdhouse, flagpole or whatever."

HERITAGE VILLAGE HOMEOWNERS ASSOCIATION

Lillian L. [Signature]
President

Simone Henderson
Secretary



Sworn to and subscribed to before me this 17th day of March, 2003
[Signature]
Notary Public

*Dr. Charlesston
Purthen, AL 36201*

Recording Fee 11.00, TOTAL 11.00

12

STATE OF ALABAMA)
) SS:
COUNTY OF HOUSTON)

I, Kim I. Boulden, a Notary Public in and for said County, in said State, hereby certify that Samuel E. Denton, Thommy Shewmake, Eunice Dahlstrom, Al Hicks, and Maurice Henricks, whose names as Directors of Heritage Village Owners Association of Dothan, Inc., an Alabama non-profit corporation, are known to me, did certify to me on this day that the contents of said Articles of Amendment are true and correct.

Given under my hand and seal this 31st day of March, 1997.

Kim I Boulden
Notary Public

MY COMMISSION
EXPIRES SEPT. 22, 1998
My commission expires: _____

This instrument was prepared by:

Samuel E. Denton
President
Heritage Village Owners Asso.
112 Concord Circle
Dothan, Alabama 36301

FILED IN ALA.
 HON. JUDGE J. M. JENKINS
 CLETUS N. JENKINS
 JUDGE HERITAGE VILLAGE OWNERS ASSOCIATION OF DOTHAN, INC.

BYLAWS
 OF

HERITAGE VILLAGE OWNERS ASSOCIATION OF DOTHAN, INC.

ARTICLE ONE

NAME AND LOCATION

The name of the corporation is Heritage Village Owners Association of Dothan, Inc., hereinafter referred to as "Association". The principal office of the corporation shall be located at 1308 Hartford Highway, Dothan, Alabama 36301, but meetings of members and directors may be held at such places within the State of Alabama as may be designated by the Board of Directors.

ARTICLE TWO

DEFINITIONS

SECTION 1. "Association" shall mean and refer to Heritage Village Owners Association of Dothan, Inc., its successors and assigns.

SECTION 2. "Property" or "Subdivision" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 3. "Common Area" or "Common Elements" shall mean all property owned by the Association for the common use and enjoyment of the Owners.

SECTION 4. "Lot" shall mean and refer to any individual plot of land shown upon any recorded plat of the Property, with the exception of the Common Area.

SECTION 5. "Unit" shall mean ownership of the dwelling constructed on a lot, together with the fee simple ownership interest in the lot upon which the dwelling stands.

SECTION 6. "Common Expense" shall mean all expenses incurred by the Association and charged to the Owners of all lots on a common basis including, but not limited to, salaries, wages, payroll taxes, supplies, materials, parts, services, utilities, maintenance, repairs, replacements, landscaping, insurance, and ad valorem taxes on Common Areas, and other expenses of the Association incurred on behalf of all members (as distinguished from individual mortgage payments, real estate taxes, and individual telephone, electricity and other individual expenses billed or charged to the members on an individual or separate basis rather than on a common basis).

SECTION 7. "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 properties.

SECTION 8. "Declarant" shall mean and refer to that Town and Country Residences, Inc., a corporation.

SECTION 9. "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.

SECTION 10. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE THREE

MEETINGS OF MEMBERS

SECTION 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 PM. 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 Meeting. Special meetings of the members may be called at any time by the President or by two members of the Board of Directors, or upon written request of the members who are entitled to vote one fourth (1/4) of all of the votes of the Class A membership. Meetings so requested shall be called for a date not less than ten (10) nor more than sixty (60) days after the request is made.

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 Bylaws.

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 FOUR

BOARD OF DIRECTORS

SECTION 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) nor more than five (5) Directors who need not be members of the Association. Each member of the first Board named in the Articles of Incorporation of the Association shall hold office until his successor shall be chosen by election at the first annual meeting and shall qualify.

SECTION 2. Term of Office. The term of the Directors shall be for a period of one (1) year or until their successors are elected at the next ensuing meeting of the membership. At the first annual meeting of the corporation, two (2) Directors shall be elected to serve for two (2) year terms and one (1) Director to serve for a one (1) year term.

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 expense 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 FIVE

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 SIX

MEETINGS OF DIRECTORS

SECTION 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the board. Should this 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 (2) Directors, after not less than three (3) days' notice to each Director. Any Director may waive notice of a meeting; consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. Meetings may be held by telephone.

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 SEVEN

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the Common Area 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 sixty (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 Bylaws, 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 that a Director shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) elect officers of the Association as hereinafter provided; and

(f) to authorize the officers to enter into one or more management agreements with third parties in order to facilitate efficient operation of the property. It shall be the primary purpose of such management agreements to provide for the administration, management, repair and maintenance of the property, all improvements included therein and designated as Common Areas, and the receipt and disbursement of funds as may be authorized by the Board of Directors. The terms of said management agreements shall be as determined by the Board of Directors to be in the best interest of the corporation, and shall be subject in all respects to the Articles of Incorporation, these Bylaws and the Declaration.

SECTION 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A membership who are entitled to vote;

(b) supervise all officers, agents and employees of this Association and to see that their duties are properly performed;

(c) to adopt administration rules and regulations governing the administration, management, operation and use of the lots and Common Areas, and to amend such rules and regulations from time to time;

(d) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment of every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(e) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or

not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(f) to procure and maintain adequate liability insurance and to procure adequate hazard insurance on all property owned by the Association, as the directors deem advisable;

(g) cause all officers of employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(h) cause the Common Area to be maintained; and

(i) comply with the instructions of a majority of the members as expressed in writing in a resolution duly adopted at any annual or special meeting of the members.

ARTICLE EIGHT

OFFICERS AND THEIR DUTIES

SECTION 1. The officers of this Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

SECTION 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors and at the 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 or until their successors are elected; they shall sooner resign, or shall be removed, or otherwise be 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 with or 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 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 offices created pursuant to Section 4 of this Article.

SECTION 8. Duties. The duties of the officers are as follows:

(a) President. 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, deed and other written instructions and shall co-sign all promissory notes.

(b) Vice President. 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.

(c) Secretary. 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.

(d) Treasurer. 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 statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE NINE

BOOKS AND RECORDS: SALES

The books, records and papers of 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 Bylaws of the Association as they may be amended from time to time, as well as the Management Agreements shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE TEN

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 when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from due date at the rate of eighteen percent (18%) 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 Owner's lot and unit, 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 non-use of the Common Area or abandonment of his lot.

ARTICLE ELEVEN

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: HERITAGE VILLAGE OWNERS ASSOCIATION OF DOTHAN, INC., a corporation not for profit, Alabama.

ARTICLE TWELVE

AMENDMENTS

SECTION 1. The Bylaws 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 Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE THIRTEEN

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 Heritage Village Owners Association of Dothan, Inc., have hereunto set our hands and seal this 18th day of January, 1989.

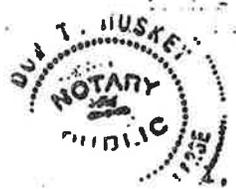
MAR 1 10 33 AM '89
STATE OF ALABAMA
HOUSTON COUNTY
CLETUS H. CUMANS
JUDGE OF PROBATE

William H. Hall
Michael A. Mabry
James C. Traynham

STATE OF ALABAMA
HOUSTON COUNTY

I, the undersigned authority in and for said county and state, hereby certify that William H. Hall, Michael A. Mabry and James C. Traynham, whose names are signed to the foregoing Bylaws of Heritage Village Owners Association of Dothan, Inc., and who are known to me, acknowledged before me on this day, that, being informed of the contents of said Bylaws, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 18th day of January, 1989.



Dow T. Huskey
Notary Public
My commission expires: 9-8-92

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Heritage Village Owners Association of Dothan, Inc., an Alabama non-profit corporation, and,

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 17th day of January, 1989.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this day of 1989.

Michael A. Mabry
Secretary

This instrument prepared by:

Dow T. Huskey
Attorney at Law
P. O. Box 1501
Dothan, Alabama 36302

Filed this 17 day of March 1989 at 10:33 AM M. 1
Deed Tax Paid, Recorded in Book 50 Page 129
Cletus H. Cumans Judge of Probate No. 30
HOUSTON COUNTY, ALABAMA

1.00
.50
1.50

AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT made on the 21st day of June, 1990, made with the consent of more than two-thirds (2/3rds) of the platted lots sold shown on the plat of Heritage Village Subdivision, to the Declaration of Covenants, Conditions and Restrictions of Heritage Village Subdivision as follows:

By changing Article Six, Section 2 as follows:

"Structure Set Back. No residence shall be erected on any lot closer than twenty (20') feet from the right-of-way of any street located in Heritage Village Subdivision including a corner lot nor shall any residence be erected on any lot closer than five (5') feet to any side lot line."

The undersigned members constitute in excess of two-thirds (2/3rds) of the voting membership of Class A and Class B members entitled to vote on this Amendment as provided in Article Six, Section 23.

JUN 21 1990

TOWN AND COUNTRY RESIDENCES, INC.

By: Michael A. Mabry

Michael A. Mabry, Vice President

STATE OF FLORIDA
BAY COUNTY

NOTARY
PUBLIC

I, the undersigned authority in and for said County and State, hereby certify that Michael A. Mabry whose name as Vice President of Town and Country Residences, Inc., a Corporation, is signed to the foregoing Amendment, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Amendment, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal this 21 day of June, 1990.



Michael A. Mabry
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA AT L
MY COMMISSION EXPIRES AUGUST 31, 1991
BONDED THRU AGENT'S NOTARY BOND

My commission expires: _____

Filed this 27 day of June, 1990 at 9:55 AM

Deed Tax Paid, Recorded in Book 124 Page 207 200

Cletha A. Adams Judge of Probate No. 441 350

HOUSTON COUNTY, ALABAMA

Dew Huxley

550c

77285

13
ad
of
H.A.A.
on
March 10

**AMENDMENT
TO
BYLAWS OF HERITAGE VILLAGE OWNERS ASSOCIATION OF
DOTHAN, INC.**

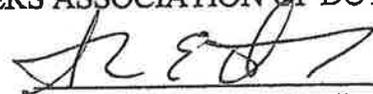
THIS AMENDMENT made on the 10th day of March, 1997, made by a vote of a majority of a quorum of members present or by proxy, at the annual meeting of the Association. To the Bylaws of Heritage Village Owners Association of Dothan, Inc.

By changing Article Eight, Section 8 (d) as follows:

Treasurer. 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 at least two members of the Association, who are not members of the Board of Directors, or a Public Accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

The undersigned members of the Board of Directors represent a majority of the members of the Association who approved this change to the Bylaws at the annual meeting of the Association.

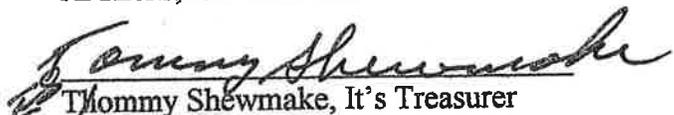
HERITAGE VILLAGE OWNERS ASSOCIATION OF DOTHAN, INC.



Samuel E. Denton, It's President



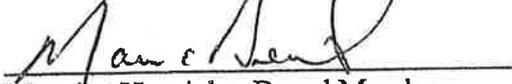
Al Hicks, It's Vice President



Tommy Shewmake, It's Treasurer



Eunice Dahlstrom, It's Secretary



Maurice Henricks, Board Member

STATE OF ALABAMA)
) SS:
COUNTY OF HOUSTON)

I, Kim I. Boulden a Notary Public in and for said County, in said State, hereby certify that Samuel E. Denton, Tommy Shewmake, Eunice Dahlstrom, Al Hicks, and Maurice Henricks, whose names as Directors of Heritage Village Owners Association of Dothan, Inc., an Alabama non-profit corporation, are known to me, did certify to me on this day that the contents of said Articles of Amendment are true and correct.

Given under my hand and seal this 31st day of March, 1997.

Kim I. Boulden
Notary Public

My commission expires: **MY COMMISSION
EXPIRES SEPT. 22, 1998**

This instrument was prepared by:

Samuel E. Denton
President
Heritage Village Owners Asso.
112 Concord Circle
Dothan, Alabama 36301

**AMENDMENT
TO
BYLAWS OF HERITAGE VILLAGE OWNERS ASSOCIATION OF
DOTHAN, INC.**

THIS AMENDMENT made on the 10th day of March, 1997, made by a vote of a majority of a quorum of members present or by proxy, at the annual meeting of the Association. To the Bylaws of Heritage Village Owners Association of Dothan, Inc.

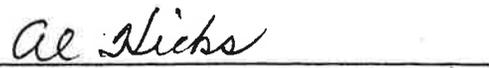
By changing Article Four, Section 1 as follows:

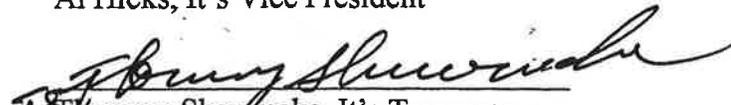
Board of Directors. Number. The affairs of this Association shall be managed by a Board of not less than three (3) nor more than five (5) Directors who must be members of the association and reside in Heritage village Subdivision. Each member of the first Board named in the Articles of Incorporation of the Association shall hold office until his successor shall be chosen by election at the first annual meeting and shall qualify.

The undersigned members of the Board of Directors represent a majority of the members of the Association who approved this change to the Bylaws at the annual meeting of the Association.

HERITAGE VILLAGE OWNERS ASSOCIATION OF DOTHAN, INC.


Samuel E. Denton, It's President


Al Hicks, It's Vice President


Tommy Shevmake, It's Treasurer


Eunice Dahlstrom, It's Secretary


Maurice Henricks, Board Member

**AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT made on the 10th day of March, 2004, made with the consent of more than two-thirds (2/3rds) of the platted lots sold shown on the plat of Heritage Village Subdivision, to the Declaration of Covenants, Conditions and Restrictions of Heritage Village Subdivision originally recorded in Miscellaneous Book 114, Page 113 in the Office of the Judge of Probate of Houston County, Alabama, as follows:

By amending the Declaration of Covenants, Conditions and Restrictions and all subsequent amendments thereto to reflect that said Declaration of Covenants, Conditions and Restrictions apply to Heritage Village Subdivision, Phase I, as recorded in Plat Book 8, Page 64 and Heritage Village Subdivision, First Addition, as recorded in Plat Book 8, Page 107 in the Office of the Judge of Probate of Houston County, Alabama.

The undersigned, President of Heritage Village Homeowners Association, certifies that in excess of two-thirds (2/3rds) of the voting membership of Heritage Village Subdivision entitled to vote on this amendment approved said amendment as provided in Article Six, Section 23.

Heritage Village Homeowners Association

By: Lillian Ellison
Lillian Ellison, Its President

STATE OF ALABAMA
COUNTY OF HOUSTON

I, the undersigned authority in and for said County and State, hereby certify that Lillian Ellison, whose name as President of Heritage Village Homeowners Association, is signed to the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Amendment, she, as such officer and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and official seal this 10th day of March, 2004.

Claudia C. Thompson
Notary Public
My commission expires: 10-1-07



ret. Lillian Ellison
206 Charleston Lane
Dothan, AL 36301

Recording Fee 11.00
TOTAL 11.00

AMENDMENT
TO
BYLAWS OF HERITAGE VILLAGE OWNERS ASSOCIATION OF
DOTHAN, INC.

THIS AMENDMENT made on the 4th day of January, 2005, made by a vote of a majority of a quorum of members present or by proxy, at the annual meeting of the Association to the Bylaws of Heritage Village Owners Association of Dothan, Inc.

By changing Article Three, Section 8 as follows:

Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, fifty-one percent (51%) 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 Bylaws.

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.

The undersigned members of the Board of Heritage Village represent a majority of the members of the Association who approved this change to the Bylaws at the annual meeting of the Association.

HERITAGE VILLAGE OWNERS ASSOCIATION OF DOTHAN, INC.


Lillian Ellison, President


Tommy Shewmake, Member-at-Large


Gisela Drew, Vice-President


Dot Copeland, Treasurer


Linda Bancroft, Secretary

Recording Fee 11.00
TOTAL 11.00

Net Lillian Ellison
206 Charleston Lane
Dothan, AL 36301

MAY 7, 2007

FINE FOR VIOLATION OF DECLARATION

SECTION 3. Rules and Regulations by Board. The Board of Directors shall have the right to propose rules and regulations to govern the use of properties within this parcel. Such proposals shall be submitted in writing to each Owner, and such proposal shall become binding on all properties within the parcel unless at least one-third (1/3) of the Owners entitled to vote record with the Board a written "No" vote within ten (10) days of notice of the proposal. At the expiration of ten (10) days, the secretary shall inform all Owners whether or not the regulation has been successfully proposed. If the proposal is approved, either the Association or any of its members shall have the right to enforce the use restriction or rule, through court action, if necessary. The successful party in such litigation shall be entitled to payment of attorney's fees and costs by the opposite party.

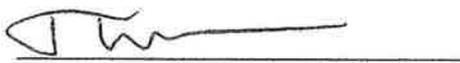
In accordance with the above section of our Declaration, a letter dated April 26, 2007 was mailed to each homeowner on April 24, 2007. The letter contained a proposal for a fine of \$1 (one dollar) a day against any homeowner who continued in violation of said Declaration. Any homeowner DISAGREEING with the proposal was instructed to sign and return the letter no later than May 6, 2007 (10 days from the date of the letter). Five homeowners did so. It would have taken twenty-two homeowners (one-third of the members of the association) to defeat the proposal. Therefore, said proposal was passed.

This fine is to be enforced only after attempting to work with the homeowner including sending two letters, thirty days apart, the last one being sent certified mail. If the homeowner is sick, unable to do the work that needs to be done, cannot afford to hire someone to do same and/or has no family willing to help, then the Board of Directors shall ATTEMPT to find volunteers to help correct the problem.

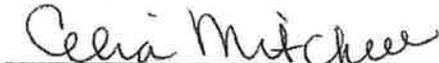
THE BOARD OF HERITAGE VILLAGE HOMEOWNERS ASSOCIATION, INC.


Robert Kelley, President


Lil Ellison, Treasurer


Anthony Williams, Vice-President


Gene Forshee, Member-at-Large


Celia Mitchell, Secretary

Recording Fee 11.00
TOTAL 11.00

CORRECTION TO AMENDMENT TO
BYLAWS OF HERITAGE VILLAGE OWNERS ASSOCIATION
OF DOTHAN, INC.

THIS AMENDMENT made on the 4th day of January, 2005, made by a vote of a majority of a quorum of members present or by proxy, at the annual meeting of the Association to the Bylaws of Heritage Village Owners Association of Dothan, Inc.

Is corrected to read Article Three, Section 4 instead of Article Three, Section Three:

Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, fifty-one percent (51%) 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 Bylaws.

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 required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

The undersigned members of the Board of Heritage Village represent a majority of the members of the Association who approved this change to the Bylaws at the annual meeting of the Association.

July 22, 2006

HERITAGE VILLAGE OWNERS ASSOCIATION OF DOTHAN, INC.


Lillian Ellison, President


Tommy Sheynake, Member-at-Large


Linda Bancroft, Secretary-Treasurer

Recording Fee 11.00
TOTAL 11.00

Rec.
Lillian Ellison
206 Charleston Lane
Dothan, AL 36301

