

Wes Allen  
Secretary of State

P. O. Box 5616  
Montgomery, AL 36103-5616

# STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the  
Great and Principal Seal of said State, do hereby certify that**

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Amendment filed on behalf of Autumn Crest Property Owners Association, as received and filed in the Office of the Secretary of State on 12/28/2022.



20230208000009182

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

02/08/2023

Date

A handwritten signature in black ink, appearing to read 'Wes Allen', is written over a horizontal line.

Wes Allen

Secretary of State

STATE OF ALABAMA

DOMESTIC NONPROFIT CORPORATION  
AMENDMENT TO FORMATION/ARTICLES

PURPOSE: In order to amend a Nonprofit Corporation's Certificate of Formation under Sections 10A-3-4.02 and 10A-1-3.13 of the Code of Alabama 1975, this Amendment and the appropriate filing fees must be filed with the Office of the Secretary of State.

INSTRUCTIONS: Mail 2 copies of this completed form along with a self-addressed, stamped envelope to:

\*Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama 36103.

\*Include a check, money order, or credit card payment for the \$100.00 processing fee.

\*The request is only accepted via mail or courier and will not be accepted via email.

\*You may file the amendment online in the time it takes to type this request.

\*Your filing will not be indexed if the credit/debit card does not authorize and will be removed from the index if the check is dishonored (\$30 fee).

**This form must be typed and will not be accepted via email.**

1. The current recorded name of the Corporation:

Autumn Crest Property Owners Association

2. The date the Certificate of Formation was filed: 11 / 07 / 2011 (format MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): 000 - 029 - 697 **TO OBTAIN ID NUMBER**, go to our website at [www.sos.alabama.gov](http://www.sos.alabama.gov), click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

4. The county (if applicable) in which the Certificate of Formation was filed: Houston

5. The titles, dates, and places of filing of any previous amendments: none

(For SOS Use Only)

This form was prepared by: (type name and full address)

 RECEIVED DATE DEC 28 2022 SECRETARY OF STATE OF ALABAMA
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Alabama  
Sec. Of State  
Entity Change  
000-029-697 DNP  
Date 12/28/2022  
Time 13:03  
221228 9 Pg

File	\$100.00
County	\$.00
<b>Total</b>	<b>\$100.00</b>
02/035	

**DOMESTIC NONPROFIT CORPORATION AMENDMENT**

6. The following amendment was adopted on 12 / 14 / 2022 (format MM/DD/YYYY):

The Board of Directors unanimously voted to amend the Bylaws of the Association to add Articles VIII through Article X to the existing Bylaws (attached are the detailed Articles).

Additional amendments and the dates on which they were adopted are attached.

**Attach a listing if necessary.**

\*Be very specific about what must be changed if you are amending existing information.

\*If the amendment includes a name change, a copy of the **Name Reservation Certificate** issued by the Office of Secretary of State **must be attached.**

\*Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). **Agent information will NOT be changed with an amendment.**

7. The amendment or amendments have been approved in the manner required by Title 10A of the Code of Alabama 1975 and the governing documents of the entity.

**Item 8, 9, or 10 MUST be checked.**

8.  The members met on  / / (MM/DD/YYYY) and adopted the amendment by at least two-thirds of the votes entitled to be cast by members present or represented by proxy – a quorum was present.

9.  The amendment was adopted by consent in writing signed by all members entitled to vote.

10.  The board of directors met on 12 / 14 / 2022 (MM/DD/YYYY) and adopted the amendment by majority vote of the directors in office – there are no members or no members entitled to vote.

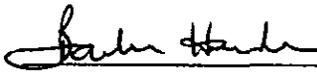


(Signature of President or Vice President required by 10A-3-4.02)

David Frencik

Typed name and title of above signature

12 / 14 / 2022  
Date (MM/DD/YYYY)



(Signature of Secretary or Assistant Secretary required by 10A-3-4.02)

Barbara Harden

Typed name and title of above signature

12 / 14 / 2022  
Date (MM/DD/YYYY)



Witness Signature of Officer Signing Articles required by 10A-3-4.02

Scott Bussey, Treasurer

Typed name and title of above signature

12 / 14 / 2022  
Date (MM/DD/YYYY)

BOARD RESOLUTION OF AUTUMN CREST PROPERTY OWNERS ASSOCIATION, INC.  
APPROVING AMENDMENTS OF BYLAWS

DULY PASSED ON DECEMBER 14, 2022

AMENDMENT OF BYLAWS

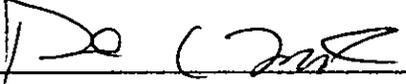
**WHEREAS**, Autumn Crest Property Owners Association, Inc. is a Non-Profit Corporation which is accountable through its Board members and staff to the members of the association;

**WHEREAS**, state laws and the Association's governing documents mandate certain procedures be followed in connection with amending the Bylaw; and

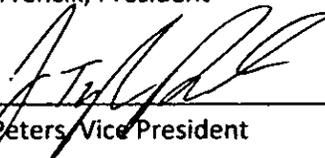
**WHEREAS**, it is in the best interest of this Association to establish additional Articles to clarify and expand on the original Bylaws that were established on November 8, 2011. These amendments are designed to provide homeowners and all other residents with information regarding the Association's Rule, Regulation, and Procedures for handling of alleged violations of the Association's governing documents and to provide for an orderly, fair manner in which to enforce the governing documents, and to provide homeowners and other residents with notice of potential fines and other disciplines that may be imposed for violations of the Association's governing documents.

**NOW, THEREFORE, BE IT RESOLVED**, that this Association adopt, establish, and implement the Amendments attached to this Resolution as exhibits and incorporated herein by this reference; and

**FURTHER RESOLVED**, that the Board of Directors of this Association, acting under the guidance of the President of the Association be, and they hereby are, authorized, empowered, and directed to take such further actions deemed necessary and appropriate to implement the purposes and effect of the Amendments.

  
\_\_\_\_\_  
David Frencik, President

12/14/2022

  
\_\_\_\_\_  
Tyler Peters, Vice President

12/14/2022

  
\_\_\_\_\_  
Barbara Harden, Secretary

12/14/22

Alabama  
Sec. Of State

Entity Change  
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Total \$100.00  
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Scott Bussey  
Scott Bussey, Treasurer

12/14/2022

Janet Barnica  
Janet Barnica, Member

12/14/2022

**Certification by Secretary**

The undersigned hereby certifies that she is the duly elected and qualified Secretary and the custodian of the books and records of the above-named Association and that the forgoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the Association on the date the resolution was adopted.

IN WITNESS WHEREOF, I have executed my name as Secretary on the date hereinafter set forth.

Dated: 12/14/22

Barbara Harden  
Barbara Harden, Secretary

Witness: [Signature]  
Print Name:

**AMENDMENT TO THE BYLAWS OF AUTUMN CREST PROPERTY OWNERS ASSOCIATION, AN  
INCORPORATED ASSOCIATION.**

*The following Articles are added to the existing Bylaws of the Association:*

**ARTICLE VIII: GENERAL RULES AND REGULATIONS**

**1. Landscaping and Fencing**

It is the intent of this Article VIII Section 1 to assure that the beauty and upkeep of the Autumn Crest neighborhood is maintained throughout the community. Each structure and the landscaping of each lot is a part of that entire setting and should serve to enhance not distract or devalue.

- a. **Trees:** As documented in the Covenants, Conditions and Restrictions, each owner shall plant and maintain a minimum of two (2) hardwood trees of not less than a 1 1/2" caliper. The live oak trees lining the streets count for the property on which the tree sits. Any request for an exemption must be submitted in writing to the Board of Directors for approval. Each owner is responsible for the upkeep and maintenance of trees located on their property; this includes the trees lining the street. Owners of trees on property lines shall share the expense and maintenance of the tree. When trees are removed, the stumps must be ground out.
- b. **Fencing:** All fencing must comply with Article I Section 1.9. The owner of the fence is responsible for the maintenance and upkeep of the fence. If a fence becomes damaged or poses a danger to the adjoining property, the owner must take appropriate steps to fix, repair, or replace the fence.
- c. **Landscaping:**
  - i. Yards must have grass planted in the entire front and side yards and at least 20 (twenty) feet beyond back of house.
  - ii. Grass is to be well kept and maintained at the standard of the majority of the neighborhood.
  - iii. All shrubs, bushes, and like plants shall be kept in a neat appearance and shall not cover more than ½ of the front windows.
  - iv. No artificial grass, plants, or flowers may be used when landscaping yards.
  - v. Driveways, walkways, and curbs shall be kept edged with no grass growing over the edge of said structures.
  - vi. Yards shall be kept in a neat and clean appearance.
  - vii. No parking is allowed on yard or grass.

**2. Home Upkeep and Repair**

Each homeowner shall keep all their property in good order and repair, including seeding, watering, and mowing of all lawns, pruning and cutting of all trees and shrubbery, and the painting (or other

appropriate external care) of all building and other improvements all in a manner and with such frequency as is consistent with good property management.

- a. All materials used for exterior repair and maintenance must be as indicated in the Covenants, Conditions and Restrictions and approved by the ACC.
- b. Color Palette: All changes to external color choices must be submitted for approval to the ACC.
- c. Homeowners must clean and remove any mold or mildew buildup on the home structure.
- d. Homeowners must repair or replace any damaged brick, siding, soffit and fascia, gutters, or other building materials that are damaged or in disrepair.

### 3. Trash and Recycling

Trash and Recycling bins should not be placed out on the street any earlier than the night before pickup and must be taken off the street no more than 24 hours after trash has been picked up.

### 4. Machinery

No machinery shall be placed or operated upon any lot except such machinery as is appropriate in maintenance of a private residence.

### 5. Parking:

- a. Preferably, parking shall be in garages and driveways.
- b. There shall be no parking on grass.
- c. Cars parked in a driveway must not block the sidewalks.
- d. When parking on the street, care must be taken not to block mailboxes or other owners' driveways or to park directly behind another owner's driveway.
- e. Only minor vehicle maintenance is allowed, i.e., tire change, checking fluid levels, changing windshield wipers, etc.
- f. It is recommended you notify neighbors if you are planning on having an influx of vehicles for an event at your property.

### 6. Lawn and Holiday Decorations

- a. Lights, yard decorations, statues, inflatables, etc., are allowed for major holidays.
- b. Holiday decorations must be removed within 30 days following the holiday.
- c. Decorations such as small flags, small decorative lights, welcome signs, wreaths, flower bed statues, etc. are permitted year-round.
- d. Excessive lawn ornamentation is not allowed.
- e. Only short-term signage such as weed or pest control or family announcements are allowed. Such signs must be removed within two (2) weeks.
- f. No political or solicitation signs of any kind are allowed.

### 7. Noise Policies

- a. Music and other noises must be kept at a reasonable level and must not be loud enough to disturb your neighbors.
- b. No music, television, voices, or other noise should be heard from the outside of your house or vehicle.
- c. Anyone disturbed by loud noise from their neighbor should ask them to turn it down. If they refuse, the police non-emergency line should be called.
- d. Fireworks are not allowed with the City of Dothan and, therefore, not allowed in Autumn Crest.

#### 8. Rental Restrictions

- a. All Houses listed as rental property must be registered with the Association.
- b. Property owners must notify the Association when a renter is vacating their property.
- c. A copy of the rental agreement must be provided to the Association.
- d. Renters occupying a residence must comply with all the Association's Covenants, Conditions, Restrictions, and Rules and Regulations.
- e. Property owners are responsible for the actions of their renters, including violations and fines.
- f. No short-term rentals are allowed. A short-term rental is defined as less than six (6) months.
- g. No Airbnb, VRBO, vacation rentals, etc., are allowed.
- h. Property owners and renters will receive notification from the Association or management company when issues need to be addressed.

#### ARTICLE IX: VIOLATIONS, ENFORCEMENT, APPEALS

A violation of the Covenants, Conditions, Restrictions, and Rules and Regulations may be presented to the Board of Directors through written homeowner complaints, through visual observations by one or more Board members, or by the management company.

All homeowner complaints must be submitted in writing to the Board through either the management company or official website.

With exceptions of emergency violations, violations of the governing documents shall be handled as follows:

1. **Friendly Reminder:** Upon observation of a violation or receipt of a complainant's letter, the Board may direct the management company to send a Friendly Reminder. The management company will send a written "friendly reminder" to the offending Homeowner of record at the Homeowner's last know address and, if the unit is known to be rented, to the tenant. The Friendly Reminder will describe the general nature of the alleged violation and request correction of the violation by a stated date. Friendly Reminder Notice is a courtesy notice and will not be utilized for egregious violations as determined by the Board of Directors.

2. **Violation Notice:** If the violation is not corrected by the date set forth in the Friendly Reminder, the management company will send a formal written notice of violation to the offending Homeowner of record at the Homeowner's last known address and, if the unit is known to be rented, to the tenant. The Violation Notice will again describe the nature of the violation and require correction of the violation by a stated date. The Violation Notice will also advise that, if the violation is not corrected, the Board may impose monetary fines and penalties and may revoke all membership rights to the common areas.
3. **Hearing Notice:** If the violation is not corrected by the date set forth in the Violation Notice, the management company will send a Hearing Notice to the Homeowner, inviting the Homeowner to appear before the Board to discuss the alleged violation. The Hearing Notice shall advise the Homeowner of the date and time of the scheduled hearing and of pending enforcement action including, but not limited to monetary fines and penalties, revocation of membership rights and potential legal action. The Hearing Notice must be sent at least ten (10) days prior to the scheduled hearing.
4. **Fines:** The Board of Directors has adopted fine schedules for violations of the Covenants, Conditions, Restrictions, and Rules and Regulations as stated below:
  - a. **Landscaping Violations:**
    - i. First Offense: \$\_\_25\_\_
    - ii. Second or additional violation of same offense: \$ \_\_50\_\_ /violation.
    - iii. Continuous Violations:
      1. The fine for the first, second or additional violation; and
      2. A periodic continuing fine of up to \$25 per day, up to a maximum of \$1,000.
  - b. **Construction / Architectural Control Violations:**
    - i. First Offense: \$\_\_75\_\_
    - ii. Second or additional violation of same offense: \$ \_\_100\_\_ /violation.
    - iii. Continuous Violations:
      1. The fine for the first, second or additional violation; and
      2. A periodic continuing fine of up to \$25 per day, up to a maximum of \$1,000.
  - c. **Violations of other Covenants, Conditions, Restrictions, and Rules and Regulations:**
    - i. First Offense: \$\_\_50\_\_
    - ii. Second or additional violation of same offense: \$ \_\_75\_\_ /violation.
    - iii. Continuous Violations:
      1. The fine for the first, second or additional violation; and
      2. A periodic continuing fine of up to \$25 per day, up to a maximum of \$1,000.
  - d. **Violations that Create an Immediate Danger to Person or Property (including fireworks):**
    - i. First Offense: \$1,000
    - ii. Second or additional violation of same offense: \$2,000
    - iii. Continuous Violation:

1. The fine for a first, second or additional violation; and
  2. A periodic continuing fine of up to \$100 per day.
- e. **Payment of Fines and Charges:** All fines and charges imposed against a Homeowner for a violation of the governing documents will be applied to the offending Homeowner's account and will appear on the Homeowner's next statement of account. Any unpaid balances will be subject to additional late fees and charges as set forth on the statement.
- f. **Appeal:** Any Homeowner has the right to appeal disciplinary action within three (3) months of the date of the disciplinary action. An appeal shall be commenced by filing a written Notice of appeal to the Board of Directors. The action imposing the fine or suspension shall then become ineffective until the fine or suspension is reconsidered and approved by the Board of Directors at a regular or special meeting.

**ARTICLE X: ASSESSMENTS**

1. Base Annual Assessments are due the first (1<sup>st</sup>) day of January of each fiscal year.
2. Base Annual Assessments must be paid within thirty (30) days following the due date or will be considered delinquent.
3. After the thirty (30) day grace period the account will be deemed delinquent and will be assessed a fifty dollar (\$50.00) late fee and bear interest at the rate of twelve percent (12%) per annum until paid.
4. Each additional month the Base Assessment and other charges are not paid an additional twenty-five dollar (\$25.00) late fee will be assessed.
5. All assessments including Base Annual, Special, or other fines and charges not paid by the set due date will be subject to a twelve percent (12%) per annum interest rate on the entire outstanding balance until paid.

Alabama  
Sec. Of State

Entity Change  
000-029-697 DNP  
Date 12/28/2022  
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File	\$100.00
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02/035	

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# STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the  
Great and Principal Seal of said State, do hereby certify that**

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Formation filed on behalf of Autumn Crest Property Owners Association, as received and filed in the Office of the Secretary of State on 11/10/2011.



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In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

02/08/2023

Date

Wes Allen

Secretary of State

**BYLAWS OF AUTUMN CREST PROPERTY OWNERS ASSOCIATION,  
AN INCORPORATED ASSOCIATION.**

**ARTICLE I**

The name of this Association is Autumn Crest Property Owners Association, an incorporated Association hereinafter referred to as the "Association". The principal Office of the "Association" shall be located at 103 Eastland Rd., Dothan, AL 36303.

**ARTICLE II: DEFINITIONS**

1. "Association" shall mean and refer to Property Owners Association, an incorporated Association, its successors and assigns.
2. "Subdivision" shall mean and refer to that certain real property known as Subdivision per map or plat thereof in the Office of the Probate Judge or Houston County, Alabama and Plat Book 13 Page 31.
3. "Common Area". The Association, subject to the rights of the Owners set forth in this Declaration, shall manage and control the Common Area and all improvements thereon (including, without limitation, landscaping, recreational facilities, if any, furnishings, equipment, and other personal property of the Association), and shall keep it in attractive condition and good repair, consistent with the community-Wide Standard. The Board is specifically authorized, but not obligated, to retain or employ professional management to assist in carrying out the Association's responsibilities under this Declaration, the cost of which shall be a Common Expense.
4. "Common Area". All real and personal property, including easements, which the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners.
5. "Common Expense". The actual and estimated expenses incurred, or anticipated to be incurred by the Association for the general benefit of all Owners, including any reasonable reservem, as the Board may find necessary and appropriate pursuant to this Declaration, the By-Laws, and the Articles.
6. "Developers" shall mean and refer to CWS, LLC.

Alabama  
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New Entity  
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Date 11/10/2011  
Time 17:00  
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Total           \$100.00  
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### ARTICLE III: MEETING OF MEMBERS

1. Annual Meetings. The first annual meeting of the members of the Association shall be held withing one (1) year for the date of these Bylaws and subsequent regular annual meetings for all members shall be held on the same day of each month of each year at 7:00 p.m., at such place as shall be designated by the President of the meeting.
2. Special meetings of the members of the Association may be called at any time by the President or by the Board of Directors or upon written request of the owners who are entitled to vote of the Association.
3. "Notice of Meeting". Written notice of each annual meeting and special meeting of the members of the Association shall be given by, or at the direction of, the President who is authorized to conven meetings, by mailing a copy of such notice not less than Thirty (30) days nor more than Sixty (60) days in advance of such meeting to each lot owner entitled to vote, addressed to the owner's address in the Subdivision or to such other address as may be supplied by an owner. Notice shall specify the place, day and hour of the meeting, and in case of special meetings, the purpose of the meeting.
4. "Voting Rights". The Association shall have two (2) classes of membership: Class "A" members and Class "B" members, which are as follows:
  - a. Class "A" members shall be the owners with the exception of Class "B" members, if any. Class "A" members shall be entitled to one (1) vote in the Association of each lot owned. When more than one person is the owner of any lot, the vote for such lot shall be exerciesd as those persons or entities themselves determine and advise the secretary of the Association prior to any meeting. In the absence of such advice, the lot's vote shall be suspended in the event more than one person seeks to exercise it.
  - b. Class "B" member shall be the Declarant and any successor Declarant who takes title for the purpose of development and sale, and who is designated as such in a recorded instrument executed by the Declarant. The Class "B" member shall be a voting number of votes of Class "A" members plus one (1) vote until such time when Class "B" votes terminate and convert to Class "A" votes.
5. "Termination of Class 'B' Membership". The Class "B" membership shall terminate and be converted to Class "A" membership upon the happening of the earlier of the following:
  - a. When Class "A" members, other than the Declarant, owns one hundred (100) percent of the lots.
  - b. When the Declarant so determines.

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Total                      \$100.00

From and after the happening of these events, whichever occurs earlier, the Class "B" member shall be deemed to be a Class "A" member. At such time, the Declarant shall call a meeting to advise the membership of the termination of Class "B" status and to elect the members of the Board of Directors.

#### ARTICLE IV: OFFICERS AND DIRECTORS

1. The Officers of the Association shall be a President, Vice President, secretary-Treasurer, and three (3) Directors. The affairs of the Association shall be managed by the Officers and Directors. The Officers and Directors shall be elected at the first annual meeting and their terms of Office shall be for a period of one (1) year. In the event of the death, or resignation of an Officer or Director, his or her successor shall be selected by the remaining members of the officers and Board of Directors and the successor shall serve the non-expired term of his or her predecessor. No Officer or Director shall receive any compensation for services rendered to the Association. Officers or Directors may be reimbursed for actual expenses incurred in exercising their duties here under. Meetings of the Association shall be governed by **Robert's Rule of Order.**

#### ARTICLE V: POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. Powers of the Officers and Board of Directors. The Officers and Board of Directors shall have the power to adopt rules and regulations governing the use of the common areas, to assess annual assessments for the maintenance and beautification of the common areas. Such assessments for maintenance and beautification of the common areas shall not apply to the developer except to the extent that the developer's liability for any assessment shall be limited to the amount of assessment for one (1) lot regardless of the number of lots actually owned by the developer at the time the assessment is made. It is contemplated that the developer will bear the initial cost and expense of improvements of common area but that the developer's liability for subsequent maintenance will be limited as expressed above. This provision is not intended to restrict the lot owners other than the developer from entering into any lawn maintenance agreements or other agreements for beautification of the common areas. At such time as the developer has sold fifty one

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
AUTUMN CREST SUBDIVISION**

Alabama  
Sec. Of State  
New Entry DNP  
029-697 10/2011  
Date 17 17:00  
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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 18 day of oct, 2011 by CWS, L.L.C., an Alabama limited liability company (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, CWS, L.L.C. is the Owner of that real property described in the plat of a Subdivision (hereinafter referred to Autumn Crest) and recorded in the Office of the Judge of Probate of Houston County, Alabama, in Plat Book 13, Page 31 all of the property lying and being in Houston County, Alabama;

WHEREAS, the Declarant desires to establish and enforce uniform standards of development quality and to provide for the effective preservation of the appearance, value, and amenities of Autumn Crest, which establishment, enforcement, and preservation shall benefit all Owners of the property located thereon and, to that end, desires to subject said real property to the protective covenants, conditions, and restrictions herein contained, all of which are for the benefit of the said real property and the Owners thereof; and

NOW, THEREFORE, the Declarant hereby declare that the lots of Autumn Crest shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements which are for the purpose of protecting the value and desirability of, and which shall with, the property and be binding on all parties having any right, title, or interest in the property or any part thereof, their heirs, successors and assigns (hereinafter "Owner" or "Owners"), and shall inure to the benefit of each Owner thereof.

**ARTICLE I  
GENERAL COVENANTS AND RESTRICTIONS**

1.1 Land Use and Building Type. No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached building, not to exceed two stories in height. The building plan and plot plan must have prior approval from the Architectural Control Committee (hereinafter "ACC"). For structures other than main building refer to Section 1.2.

1.2 Architectural Control. All TV satellite dishes shall not be visible from the street. No main building, storage building, cabana, swimming pool, fences, walls, basketball goals, clotheslines, or any other structure shall be erected, placed or altered on any lot in the subdivision until the plans, material specifications and plot plan showing the location and design of such buildings or structures have been expressly approved as to conformity and

harmony of external design and location with existing structures in the subdivision and as to the location of the buildings or other structures, in respect to topography and finished ground elevation by the ACC. Approval shall be as provided in Article II.

1.3 **Size and Quality.** It is the intention and purpose of these covenants to assure that all dwellings are of quality workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded. The heated and cooled area of the main structure, exclusive of porches and garages, shall be no less than 1250 square feet.

1.4 **Exterior Materials Specifications.**

a. **Wall Material:** Exterior wall material shall be brick on four sides up to a minimum of plate height on sides and rear. The front elevation shall have a minimum of 18" of exposed brick rowlock above final grade. Wall material above plate height shall be brick, vinyl or fiber cement. Indentions for covered porches may be brick, vinyl and/or fiber cement. The brick used must be selected from the following companies and styles (or alternative submissions can be made to the ACC for approval):

Boral	Arlington Antique Annapolis Old Overton Weracoba 2 Briarwood Scarlet Oak Monticello
General Shale	Preservation Red Cortez
Henry	Ole Cahaba Valley Creek Cottonwood

b. **Roofs:** All houses shall have pitched roofs with a minimum roof pitch of 4/12. Shed roofs for porches that protrude from the back of the house may have a lower pitch. Houses may have gabled or hipped roofs or a combination thereof. Roofing colors are to be limited to the following colors:

- Weathered Wood
- Heather Blend
- Driftwood
- Moiré Black
- Charcoal Black
- Colonial Slate

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Color Palette: Exterior color selections shall be submitted for ACC approval.

1.5 **Landscaping.** The Owner shall plant and maintain a minimum of two (2) hardwood trees of not less than a 1-1/2" caliper. The trees may be oak, maple, or elm and will be placed in the front yard. All yards shall have sod at the front, sides and 20' of the rear.

1.6 **Building Location.** The setback line will vary depending on the lot condition and the location of the adjacent home. No building shall be located on any lot on Maplecliff Avenue (Block A, Lots 1-9 and Block B, Lots 1-10) nearer that 30' from the R.O.W to the front porch. No building shall be located on any other lot nearer than 20' from the R.O.W. to the front porch. A minimum of 15' building setback on any side street, 5 feet to any interior lot lines, or 20' to any rear lot line. For the purpose of this covenant, eaves, steps and fireplace chases shall not be considered as part of an interior, provided, however, that this shall not be construed to permit any portion of a building or a lot to encroach upon another lot. All setbacks shall be approved by the ACC.

1.7 **Driveways.** No lot shall have more than one driveway, which will be no wider than 16' at the street, but may start tapering past the R.O.W. line.

1.8 **Garages.** Garages may be directly attached to the house. Garage roofs shall be consistent in shape and pitch to the main house roof structure. Garage doors which face the street must be flush or recessed from the main house structure (excluding the porch projection) and must be approved by the ACC. A minimum of one-car garages shall be limited to Block B, Lots 61-84/ Block C, Lots 1-18/ Block A, Lots 30-44. Two-car garages shall be limited to Block A, Lots 1-29/ Block B, Lots 1-60. Carports are NOT allowed.

1.9 **Walls and Fencing.** No fence or wall shall be erected or placed upon any lot unless the design, construction and location of such fence or wall without the expressed written approval by the ACC. All sections of fences and walls that are visible from the street shall be constructed of wood or masonry or equivalent. Chain link fencing is permitted so long as it is not visible from the street. If the fence is constructed of wood, the good side must show to the outside. Fencing shall not disrupt the flow of water for drainage purposes. All fences shall start at the rear corner of each house. Only rear yard fencing will be allowed starting at the back corner of house.

1.10 **Mailboxes.** All mailboxes shall be the same design, as specified by the ACC.

1.11 **Nuisance.** No noxious or offensive activities shall occur on any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

1.12 **Temporary Buildings.** No building materials of any kind or character shall be placed or stored on the property until the Owner is ready to commence improvements and then such material or temporary building shall be placed within the property line of the lot or parcel of land upon which the improvements are to be erected and shall not be used for

other than construction purposes; and expressly, such temporary structure or buildings shall not be used for residential or sales office purposes.

1.13 Storage Buildings. No storage building shall be erected or placed upon any lot that is not constructed with the same materials and workmanship as used in the main dwelling. All brick (to plate height) and shingles shall match the main dwelling. The design, construction, and location of such building shall be expressly approved by the ACC. No portable storage buildings are allowed.

1.14 Signs. No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than five square feet advertising the property for sale, or one sign used by a builder to advertise the property during the construction and sales period.

1.15 Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any property, with the exception of dogs, cats, and other usual and common household pets in reasonable number, as determined by the Board. No animals shall be kept, bred, or maintained for commercial purposes within the property. All pets shall be reasonably controlled by the owner whenever outside a property and shall be kept in such a manner as to not become a nuisance by barking or other acts. Dog owner's shall not allow such dog to be at large (off the owner's property) upon the property of another of another without the property owner's permission, upon the public streets, or rights-of-way unless under the restraint of a leash or chain. The owners of the pet shall be responsible for all of the pet's actions. If, in the sole opinion of the Board, any animal becomes dangerous or an annoyance or nuisance in the property, or to nearby property or destructive to wildlife, they shall be removed from the property.

1.16 Disposal of Refuse. No garbage, trash, ashes, refuse, inoperative vehicles (that have been inoperative for more than thirty days), or other waste shall be thrown, or dumped on any lot or street in the subdivision or permitted to remain upon any such place. All incinerators or other equipment for the storage of, or disposal of such material shall be kept in a clean and sanitary condition.

1.17 Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevation between two and six feet above the roadway 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 a sufficient height to prevent obstruction of such lines.

1.18 Drying of Laundry. No structure or apparatus may be constructed for the outdoor drying of laundry or wash.

1.19 Excavations. No excavation, except such as is necessary for the construction of improvements, shall be permitted.

1.20 Boats, House and Travel Trailers. No house trailers, travel trailers or motor homes are allowed in the subdivision. No boat shall be parked where visible from the street.

1.21 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, mineral excavation 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.

## ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

2.1 Membership. The initial ACC shall be composed of Charles H. Chapman, III, John Watson and Fred Saliba. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. The members of the Committee shall not receive compensation for services performed pursuant to this covenant.

2.2 Procedure. All requests for approval shall be submitted in writing to the Committee. Such submittal must include a duplicate set of plans that will be retained by the Committee. Approval by the Committee shall be evidenced either by (i) the signature of an authorized member of the Committee on a set of plan; or (ii) a letter from the Committee approving the plans as submitted. As set forth hereinabove, no improvements to any lot may proceed without prior approval of the Architectural Review Committee.

2.3 Term. Until turn-over of the Association and the election of Directors by the membership of the Association, as set forth in Section 6.4 below, the Declarant shall have the sole and exclusive right to appoint and remove all members of the Architectural Review Committee. Upon turn-over of the Association, the Board of Directors elected by the membership of the Association shall then appoint the Architectural Review Committee.

## ARTICLE III EASEMENTS

3.1 Road Easements. The Declarant hereby expressly reserves unto itself and to its successors assigns, and invitees, forever, a non-exclusive perpetual road easement on, over, across and upon the roadways shown on the Plat of Autumn Crest Subdivision.

3.2 Utility and Drainage Easements. The Declarant reserves unto itself, its successors and assigns, a perpetual, non-exclusive easement and right, on, over, across, and under the ground to construct and maintain storm water drainage facilities and to erect, maintain, and use electric and telephone wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water, streetlights, or other public conveniences or utilities, and such other easements as

are shown on the recorded Plat of Autumn Crest. The easements expressly include the right to cut any trees, bushes, shrubs, hedges, etc. and include the right to grade, ditch, and any like action reasonably necessary to provide economical drainage and utility installation.

3.3 Entry Easements. Declarant reserves for the Declarant and the Association an easement across every lot, and the Declarant and the Association shall have the right to enter upon any lot for any of the purposes in this Declaration in order to exercise, enjoy and carry out any and all of the rights and powers of the Declarant or the Association stated in this Declaration. Entry upon any lot shall not be deemed a trespass, and the Declarant and the Association shall not be liable for any damage so created unless such damage is caused by the willful misconduct or negligence of the party against whom damages are sought to be collected.

3.4 Entry Easements. Declarant hereby expressly reserves for the Declarant and the Association a ten feet (10') wide perpetual easement for signage and landscaping. Lot 84, Block B and Lot 44, Block A.

#### ARTICLE IV COMMON AREAS

4.1 Owner's Easements of Enjoyment. Every Owner of a lot shall have the right of use and enjoyment in and to the common areas shown on the Plat of Autumn Crest, which right of use and enjoyment shall be appurtenant to and shall pass with the title for every lot subject to the following provisions:

- a. The right of the Declarant and the Association, from time to time, to make and amend reasonable regulations concerning the use of the common areas; and
- b. The right of the Declarant and the Association to suspend the right of use and enjoyment of any common area by any Owner for any period during which any assessment against said Owner's lot remains unpaid.

4.2 Restrictions. All Owners shall be subject to the following restrictions regarding all common areas in Autumn Crest Subdivision:

- a. No child under the age of thirteen (13) shall be allowed in any common area without adult supervision.
- b. No motorcycles, four wheelers, go-carts, or other motorized recreational or all-terrain vehicles allowed in any common area.

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ARTICLE V  
ASSESSMENT OF ANNUAL CHARGE

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5.1 Personal Obligation of Owners. The Owner of any lot by acceptance of a deed or other conveyance for such lot, whether or not it shall be expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Declarant of the Association such fees that are assessed by the Declarant or the Association, and agrees that non-payment of such fees creates a lien on the Owner's lot. Notwithstanding the foregoing, the Declarant shall not be required to pay assessments on lots owned by the Declarant.

5.2 Assessment. All Owners, commencing with the year 2011, will be assessed a charge equal to a specified number of dollars per lot, commencing on the date of purchase. It is specifically understood and represented that the utility charges to each lot, including cable, sewer, water, electricity, telephone, gas (if any) and other utilities are the separate and personal responsibility of the lot Owner and are not part of any assessments provided for herein. Builders are not required to pay assessments until the property is sold or occupied.

5.3 Purpose of Assessments. The assessments levied by the Declarant or the Association shall be for the general purposes of promoting the recreation, health, safety, welfare, common benefits, and enjoyment of the Owners and occupants in Autumn Crest , and for the improvement and maintenance of the common areas of Autumn Crest, including without limitation the entrance, park, detention/drainage areas, round-about and street lights (referred to herein as "Common Expenses").

5.4 Types of Assessments. There are hereby created assessments for Common Expenses as the Declarant or the Association may specifically authorize from time to time. There shall be two types of assessments: a) the Base Annual Assessment; and b) Special Assessments, each of which is described herein. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Autumn Crest property, is deemed to covenant and agrees to pay these assessments.

5.5 Base Annual Assessment. The Base Annual Assessment shall be used to fund Common Expenses for the general benefit of all lots. The Base Annual Assessment shall be paid in annually.

5.6 Special Assessments. In addition to Base Annual Assessment, the Declarant or the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Special Assessments shall be payable in such manner and at such times as determined by the Declarant or Association and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. After turn-over of the Association by the Declarant, as set forth in Section 6.4, any Special Assessment shall require the affirmative vote or written consent of members holding more than 50 percent of the total votes.



ARTICLE VI  
AUTUMN CREST PROPERTY OWNERS ASSOCIATION, INC

6.1 The Association. The Declarant shall cause to be formed an association to be known as Autumn Crest Property Owners Association, Inc. (referred to herein as the "Association"), with such powers and duties as are set forth in the articles and bylaws of the Association not inconsistent with this Declaration.

6.2 Membership. Every Owner of a lot, by virtue of such ownership, shall be a member of the Association. No Owner, whether one or more persons, shall have more than one (1) membership per lot owned. If a lot is owned by more than one person, all co-owners shall be entitled to the privileges of membership; however, there shall be only one vote per lot. All such co-owners shall be jointly and severally obligated to perform the responsibilities of Owners hereunder.

6.3 Board of Directors. The affairs of the Association shall be governed by a Board of Directors. The number of Directors of the Association shall initially be three (3). The Board of Directors of the Association may, by resolution of a majority of the existing Directors, change the number of Directors from time to time.

6.4 Declarant Directors; Turn Over of Association. The initial Directors shall be elected by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant. The Declarant shall have the right to appoint the Board of Directors until no later than sixty (60) days after the closing of the sale of the last lot within Autumn Crest that is owned by Declarant or at such earlier time as Declarant voluntarily turn over these rights to the voting members of the Association. Each Owner, by acceptance of a deed or other conveyance of property within Autumn Crest, vests in Declarant such authority to appoint and remove Directors of the Association.

ARTICLE VII  
GENERAL PROVISIONS

7.1 Term or Restrictions; Amendment. These covenants and restrictions are to run with the land, and shall be part of all deeds and contracts or conveyances of any and all lots in this subdivision and shall be binding on all parties and all persons claiming under them for a period of 20 years, after which time said covenants shall be automatically extended for two (2) successive periods of ten (10) years. These covenants and restrictions may be changed or terminated, in whole or in part, by a duly recorded instrument signed by the then Owners of a majority of the lots. Until turnover of the Association as set forth hereinabove, any amendment to these covenants and restrictions shall require the affirmative vote or the written consent of the Declarant.

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7.2 Proceedings against Violators. If any Owner, tenant or occupant of this subdivision shall violate or attempt to violate any of these covenants and restrictions while in force and effect, it shall be lawful for any other person or persons having any ownership interest in any lot in the subdivision to prosecute any proceedings at law or in equity against any person violating or attempting to violate such covenants and restrictions and either to them from doing so or to recover damages for such violations. In no event and under no circumstances shall a violator of any covenant or restriction herein contained, arrange a forfeiture or revert to title.

7.3 Invalidation of any Covenants. Invalidation of these covenants or restriction by judgment or restrictions by judgment of court order shall in no way affect any other provision which shall remain in full force and effect.

7.4 Attorney Fees and Court Costs. If the party attempting to enforce these restrictions shall prevail in any proceeding at law or at equity, such party shall be entitled to recover reasonable attorney fees and court costs, which will be assessed against the party which is found to be in violation of such restrictions.

7.5 Abatement or Removal of Violations. Violations of any restrictions or covenant shall give the Declarant or the Association the right to enter upon the property where such violations exist and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed as trespass.

7.6 Deed Restrictions. The Declarant, its successors, or its designated representative, may make other restrictions applicable to any lot by appropriate provisions in the contract for deed or in any deed without otherwise modifying the general plan herein outlined, and such other restrictions shall inure to the benefit of other lots in the subdivision and shall bind the grantees and their respective heirs, successors or transferees in the manner as though they had been expressed herein.

Done this the 18 day of October, 2011.

CWS, LLC, an Alabama limited liability company  
By Charles H. Chapman, III  
Charles H. Chapman, III

STATE OF ALABAMA,  
HOUSTON COUNTY.

I, the undersigned authority in and for said County and State, hereby certify that Charles H Chapman, III whose name as Managing Partner of CWS, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of the said instrument, he, with full authority, executed the same voluntarily for and as the act of said Company.

Given under my hand and seal this the 18 day of Oct 2011

Dorothy M. Green  
Notary Public  
My commission expires: 2/8/2015

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Prepared  
By Tommy Horne  
410 N. Shady Ln  
Dothan, AL  
36705

percent (51%) of the lots in a dedicated phase of the development, the Association shall assume sole responsibility for the expense of the maintenance of common area in such dedicated phase of plat.

**ARTICLE VI: PURPOSE OF THE ASSOCIATION**

1. The stated purpose of the Association is to maintain and beautify the common area located with the Subdivision. The developer acknowledges that the common area is under the dominion and control of the City of Dothan and are subject to such restrictions as the City of Dothan may impose on the Association with respect to beautification and maintenance. The Association is established for the purpose of maintaining and beautifying the common area.
2. CWS, LLC has total control over improvement and cost of common area until:
  - a. Ninety percent (90%) of the lots have sold
  - b. 2 years have passed
  - c. Or longer if developers so desires.

**ARTICLE VII: INSURANCE AND CASUALTY LOSSES**

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**Association Insurance**

1. Require coverage's and payment of premiums. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverage's as are reasonably available:
  - a. Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area, if any, and on other portions of the Area of common Responsibility to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. The Association shall have the authority to and interest in insuring any property for which it has maintenance or repair responsibility, regardless of ownership. All property insurance policies by the Association shall have

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policy limits sufficient to cover the full replacement cost of the insured improvements;

Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, the commercial general liability coverage (including primary and any umbrella coverage) shall have a limit of at least one million dollars (\$1,000,000.00) per occurrence with respect to bodily injury, personal injury, and property damage, provided should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverage's or limits.

Witnessed this the 18 day of October, 2011.

Charles H. Chapman III  
 CWS, LLC  
 Charles H. Chapman III, Managing Partner

I, the Undersigned Authority in and or said County and State, hereby certify that Charles H. Chapman III, whose name as Managing Partner of CWS, LLC, is signed to the foregoing restrictions, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the restrictions, he/she, 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 the 18 day of October, 2011.

Wanda M. Green  
 Notary Public  
 Exp 2/8/2015

State of Alabama, Houston County  
 I, Judge of Probate in and for said State and County,  
 hereby certify that this is a true and correct copy of  
Certificate of Formation  
 as it appears in the records of said County.  
 Given under my hand and Official Seal this 7 day of  
November, 2011  
Luke Cooley  
 Judge of Probate

Beth Chapman  
Secretary of State

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EXP	\$0.00
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P.O. Box 5616  
Montgomery, AL 36103-5616

# STATE OF ALABAMA

I, Beth Chapman, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

CORP 128 446  
Recorded In Above Book and Page  
11/07/2011 04:05:24 PM  
Luke Cooley  
Judge of Probate  
Houston County, Alabama

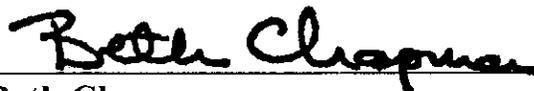
**Autumn Crest Property Owners Associations, Inc.**

This domestic non-profit corporation is proposed to be formed in Alabama and is for the exclusive use of AUTUMN CREST PROPERTY OWNERS, 410 NORTH SHADY LA., DOTHAN, AL 36303 for a period of one hundred twenty days beginning October 21, 2011 and expiring February 19, 2012

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.

November 3, 2011

Date



Beth Chapman

Secretary of State



590-759