

DEC 9 1988

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SEMINOLE LANDING PHASE II

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Book 63 *Henry B. Line*
Page 772 *779* Judge of Probate
D.P. 10 Index \$ By

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made and entered into the 1 day of
December, 1988 by Baskerville-Donovan Engineers, Inc.,
(Declarant).

WITNESSETH

WHEREAS, Declarant is the owner of certain property in
Baldwin County, Alabama, which is more particularly described
as:

Seminole Landing, Phase II a subdivision according to
_____ of the public records of
Baldwin County, Alabama

NOW, THEREFORE, Declarant declares that, except as
expressly provided otherwise below, all the property described
above shall be held, sold and conveyed subject to the following
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 properties
or any part thereof, their heirs, successors and assigns, and
shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Seminole
Landing Homeowners Association, Inc., an Alabama Corporation
not for profit, its successors and assigns.

Section 2. "Common Areas" shall mean and refer to all real
property (together with improvements thereon) owned by the
Association at the time of conveyance of the first lot by
Declarant and shall be that area designated as "Private Access
Easement" and all roads and rights of way on the recorded plat
of Seminole Landing.

Section 3. "Declarant" shall mean and refer to
Baskerville-Donovan Engineers, Inc.

Section 4. "Developer" shall mean and refer to John C. and Mary
E. Donovan.

Section 5. "Owner" shall mean and refer to the record owner,
whether one or more persons or entities, of a fee simple title
to any lot and shall include contract sellers pursuant to an
unrecorded contract. Owner shall not include those persons or
entities having a record interest in a lot merely as security
for performance of an obligation.

Section 6. "Lot" shall mean and refer to all of those lots
shown on the recorded subdivision plat of Seminole Landing Phase
II.

REC. 63 AGE 772

ARTICLE II

Association Membership

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. Each Owner 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 and the one vote for each lot shall be exercised as they determine. In no event shall more than one vote be cast with respect to any one lot.

ARTICLE III

Use Restrictions

Section 1. All lots shall be used and occupied solely for residential purpose and shall not be used for commercial, trade, public amusement, public entertainment or business purposes of any kind or character. No structure shall be erected, altered or placed or permitted to remain on any lot other than single-family structures with a private garage or carport attached to the main structure or detached garage or carport for not more than three vehicles with a servant's room, storage building, tool room and/or laundry room attached to same, except in the case of a domestic well pump house. Any permitted detached structure shall be set back so that the front thereof is no closer to the front lot line than the front of the residential structure.

Section 2. All buildings erected or constructed on any lot shall contain a minimum of 1500 square feet of floor area. Garages, porches, patios, decks and terraces shall not be taken into account in calculating the minimum square foot area required.

Section 3. Outside clothes lines or satellite receiving dishes shall not be permitted on any lot unless they are non-visible from street view. In the case of riverfront lots, they must be non-visible from water view in addition to being non-visible from street view.

Section 4. All garbage and trash containers, oil tanks, bottled gas tanks and the like shall be kept clean and sanitary and must be positioned underground, placed in a walled-in area or screened from view so that they shall not be visible from any lot line.

Section 5. No trailer, house trailer, mobile home, modular home, motor home, basement, tent, garage, barn or other outbuilding shall, at any time, be used as a residence, temporary or permanent, nor shall any structure of temporary character be used as a residence. No building that is unfinished on the exterior shall be occupied.

Section 6. NO animals, livestock or poultry of any kind shall be kept or maintained on any lot except dogs, cats and other household pets may be kept provided that they are duly licensed, if applicable.

Section 7. NO part or portion of the property shall be used to lease billboards on a commercial basis, it being the intent that such prohibition does not prevent the developer or other seller(s) of all or part of this property to advertise the property with a sign not to exceed 64 (6) square feet in size.

MSC. 63-AGE 773

Section 8. The lots shall not be used to store vehicles which are not in serviceable or usable condition nor to store junk, wrecked cars or other similar materials and no inoperable or unlicensed automobile or vehicle shall be parked on any lot or street, nor permitted to remain thereon.

Section 9. NO outside toilet facilities, portable or otherwise, shall be maintained on the property, except as such temporary facilities are placed upon the property in connection with construction activity, pursuant to written approval of seller. Any sewage disposal system shall be of a type approved by the County and/or State Department of Health and shall be maintained by the Owner at all times in property sanitary condition and in accordance with applicable State and County laws, regulations and ordinances.

Section 10. All buildings shall be set back thirty (30) feet from front lot line; ten (10) feet from each side lot line; from the rear lot line - thirty-five (35) feet; from the side lot line which abuts the street - thirty (30) feet. The building set back provisions do not effect the erection of a pump house for domestic well in the set back area.

Section 11. All lots shall be conveyed as a whole and cannot be resubdivided, in any way, regardless of the square feet of land area.

Section 12. NO wharf, pier, dock or boat dock shall be located nearer than ten (10) feet from any side lot line provided, however, that the owners of two (2) or more adjoining lots may construct a common boat dock or similar structure, subject to written approval and documentation of the Homeowners' Association, in which event, the side lot line set back just referenced shall not apply to those lines common to such adjoining lots.

Section 13. NO lot shall be clean cut of all trees nor shall trees be cut on any lot so that there is less than two (2) mature trees at least three (3) inches in diameter (measured four (4) feet from the ground) for each 2,000 square feet of land area. NO tree with a diameter greater than ten (10) inches (measured four (4) feet from the ground) shall be cut down unless it shall interfere with construction of the residential structure. On lots that contain no trees three (3) inches or greater in diameter (measured four (4) feet from the ground), at least four (4) trees for each 2,000 square feet of land must be left standing after lot clearing. However, dead, diseased and/or damaged trees, regardless of size, must be removed regardless of aesthetics and removal is subject to the written approval of the Homeowners' Association.

Section 14. NO use shall be made of the word "Champion" in any designation of the property.

Section 15. NO fence shall be erected nearer to the front lot line of the lot than the front line of the residential structure on lots 1 through 7 inclusive. Prior to the construction of any fence on any lot, the lot owner shall obtain approval of a majority of the Board of Directors of Seminole Landing Property Owners Association, Inc., a non-profit corporation.

Section 16. "Utility Easement" means and refers to a general utility easement ten (10) feet in width along all roads and rights of way on the recorded plat of Seminole Landing, Phase II for the purpose of installation and maintenance of public utilities and drainage easements is hereby reserved. Within such easements, no structures, planting or other materials of a permanent nature shall be placed or permitted to remain which

MSC: 63-AGE 774

may damage or interfere with the installation of such utilities, or which may change the direction or flow of drainage easements.

Section 17. All piers, bulkheads and/or boat slips must be permitted through the proper permitting agencies (Army Corps of Engineers, A.D.E.M., etc.).

ARTICLE IV

Assessments

Section 1. The Owner of each lot, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association an annual assessment for capital improvements to the private access easement and/or maintenance of drainage easements in Seminole Landing Phase II. The annual assessments, together with interest, costs and reasonable attorney's fees shall be charged on each lot and shall be a continuing lien upon the lot against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be a personal obligation of the person(s) who is Owner of the such lot at the time when the assessment becomes due.

Section 2. Notwithstanding anything to the contrary herein contained, Declarant shall not be required to pay any assessments.

Section 3. "Purpose of Assessments" means and refers to the assessments levied by the Association and shall be used exclusively for capital improvements, maintenance, management and care of the private access easement and private roads. The Association shall fund, in a reserve account, such sums as it determines in good faith are necessary and adequate to make periodic repairs and improvements to the private roads and other Common Areas.

Section 4. "Annual Assessment" means and refers to the annual assessment which shall be \$100/lot per year. The maximum increase in the assessment per year shall be 15%. The lot owners will fix the annual assessment by a vote of majority of the lot owners who are voting in person or by proxy at a meeting duly called for this purpose. Regardless of the provisions above, the Association shall be obliged to pay all Ad Valorem Real Property Taxes upon the private access easement and private roads and no limitation above shall ever prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes.

Section 5. "Notice and Quorum for Any Action Authorized Under Section 3" means and refers to the written notice of any meeting called for the purpose of taking any action authorized under Section 3 of this Article which shall be sent by United States mail, postage prepaid, to all owners (as of thirty (30) days prior to date of mailing such notice) not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members of proxies entitled to cast fifty (50%) percent of all votes shall constitute a quorum. If the required quorum is not present the required quorum at subsequent meetings shall be one-third (1/3) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. "Annual Assessment Periods and Due Dates" means and refers to the annual assessment which shall be assessed on a calendar year basis and is due and payable on such date as set

MSC. 63-AGE 775

forth by a resolution of the majority of the lot owners who are voting at a meeting duly called for this purpose. Written notice of the annual assessment shall be mailed to every owner. The annual assessment provided herein shall not commence prior to the first day of the first month after the document is recorded in the public records of Baldwin County, Alabama and shall commence thereafter as determined by the Association. Upon commencement, the Association is not required to prorate the first year's annual assessment. The Association shall, upon written request and for a reasonable charge, furnish a sealed certificate signed by an officer of the Association stating what assessments are outstanding against any lot and due date of each assessment. A properly executed and sealed certificate of the Association as to the status of assessment on a lot is binding upon the Association as of the date of its issuance.

Section 7. The annual assessment rate shall be the same rate for all the lots.

Section 8. "Effect of Nonpayment of Assessment". Remedies of the Association means and refers to any annual assessment not paid within thirty (30) days after the due date and which shall bear an interest from the due date at the highest legal rate. The Association may, after first giving them ten (10) days written notice to the holder of any first mortgage, bring action at law against the owner personally obligated to pay the same, and/or foreclose the lien against the property. NO owner may waive or otherwise avoid personal liability of the assessment provided for herein by non-use of the private access easement, facilities or abandonment of his lot.

Section 9. "Subordination of Assessment Lien to First Mortgages" means and refers to the lien of the assessment provided for herein which shall be subordinate to the lien of any mortgage which was originally recorded as a first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a foreclosure of such a first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to the date of such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessment thereafter coming due or from the lien thereof.

ARTICLE V

Common Areas

Section 1. Private Access Easement Use and Enjoyment. Every owner shall have a right and easement of use and enjoyment in and to the private access easement lot and private roads which 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/or other fees for the use of any recreational facility situated upon the private access easement.
- b) The right of the Association to suspend by voting rights and the right of the owner to use and enjoy any recreational facility situated upon the private access easement for any period during which any assessment against his lot remains unpaid or any violation of the provisions of this Declaration uncured; and for a period not to exceed ninety (90) days for any infraction of the

MSC. 63-AGE 776

published rules and regulations pertaining to the use and enjoyment of any such recreational facilities.

- c) The right of the Association, in accordance with its articles and bylaws, to reasonably limit the use of the private access easement by published rules and regulations, including the number of guests and prescribing hours of usage.
- d) The right of the Association to dedicate or transfer all or any part of the Common Areas, including private roads, to any public agency, governmental body 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 two-thirds (2/3) of the votes of the Association has been recorded, agreeing to such dedication or transfer and unless written notice of the proposed action is sent to every member not less than sixty (60) days in advance, provided; however, that for a period of two (2) years from the date of recording this Declaration the Developer may, without action of the Association, grant such utility easements, licenses or the like, across or under, all or any portion of the Common Areas including private roads which the Developer, in its sole discretion, deems appropriate or necessary for the benefit of all owners.

Section 2. Developers, for themselves, their heirs and assigns, do hereby reserve unto themselves a non-exclusive perpetual easement and right of ingress and egress across, under and total Common Areas, including private roads. The easement retained herein shall be appurtenant to all lands described in that certain deed from Champion Realty Corporation to Developers dated September 18, 1986 and recorded in the Office of the Judge of Probate of Baldwin County, Alabama on September 18, 1986 in Real Property Book 262, pages 1090-1094, less and except the portion thereof comprising Seminole Landing, a subdivision as heretofore described in this instrument. Developers, in their sole discretion, may grant to the subsequent owners of the lands to which the easement retained herein is appurtenant such right of use and ingress and egress across, under and to the Common Areas described herein as Developers may determine to be necessary and appropriate for the further development of the lands to which the easement retained herein is appurtenant. Developers shall have the right, but not the obligation to require the subsequent owners of the property to which the easement retained herein is appurtenant to pay a portion of the expenses for taxes, and maintenance of the Common Areas as herein defined under such terms and conditions as the Developers, in their sole discretion deem reasonable, necessary or appropriate.

MSC. 63-AGE 777

ARTICLE VI

General Provisions

Section 1. The Association, the Declarant, or any owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges imposed by the provision of this Declaration. Failure by the Association, the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If any court proceedings are required for successful enforcement of any

condition, restriction or covenants herein contained (due to its violation or breach) or lien against any owner or against any other person or entity, said owner, person or entity expressly agrees to pay all costs, including a reasonable attorney's fee of the owner or the Association who initiates such successful judicial proceedings for the enforcement of said conditions, restriction, covenants or liens.

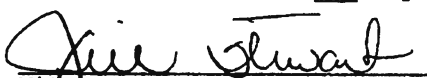
Section 2. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way effect any other provisions, which shall remain in full force and effect thereafter.

Section 3. The covenants, conditions and restrictions of the Declaration shall run with and bind the land and shall be deemed a part of all deeds and contracts for conveyance of any and all lots and shall be binding on all owners and all persons claiming under them for a period of thirty (30) years from the date this Declaration is recorded unless amended by an instrument signed by two-thirds (2/3) of the then lot owners. After the initial thirty (30) year term, this Declaration shall be automatically extended for successive periods of ten (10) years, unless amended by an instrument signed by a majority of the then lot owners. Notwithstanding the foregoing, the Declarant reserves the right unto themselves to amend this Declaration at any time within two (2) years after November 18, 1987 if doing so is necessary or advisable to accommodate HFA, FA, FNMA or the like financing of residential structures within the subdivision. Any amendment of this Declaration must be recorded in the Public Records of Baldwin County, Alabama.


Section 4. Neither the Association nor Declarant shall, in any way or manner, be held liable for failure to enforce conditions, restrictions and covenants herein contained or to any owner or any period or entity for any violation of the restrictions set forth herein by any owner other than itself.

Section 5. Any single violation of any use restriction by an owner shall constitute a continuing violation which shall allow the Association or any other owner to seek permanent injunctive relief. In no event shall a violation of these conditions, restrictions or covenants ever be interpreted to work a reverter or forfeiture of title.

In Witness Whereof, Fred C. Donovan, President, Baskerville-Donovan Engineers, Inc., has caused this instrument to be executed this 1 day of December, 1988.


Witness


Fred C. Donovan


Witness

MSC. 63 AGE 778

STATE OF Florida
COUNTY OF Duval

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that FRED C. DONOVAN, PRESIDENT, BASKERVILLE-DONOVAN ENGINEERS, INC., whose name is signed to the foregoing Covenants for Seminole Landing Phase II dated December 1, 1988, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 1st day of December, 1988.

Patricia D. Medick
NOTARY PUBLIC

My Commission Expires:

December 1, 1990

INST. 63 OF 779

SINGLE FAMILY RESIDENTIAL SUBDIVISION

**IN A PORTION OF SECTION 16, TOWNSHIP-8-SOUTH,
RANGE-6-EAST, BALDWIN COUNTY, ALABAMA.**

**OWNER AND DEVELOPER: JOHN C. AND MARY E. DOOVAN
228 E. GOVERNMENT STREET, PENSACOLA, FLORIDA 32501**

NOVEMBER, 1987

NOVEMBER, 1987

PREPARED BY:
BASKERVILLE-DONOVAN ENGINEERS, INC.
A PROFESSIONAL SERVICE ORGANIZATION
316 SOUTH BRUNN STREET, REVERDALE, FLORIDA 33401-6180
REVERDALE, FLORIDA 33401-6180

DECLARATION

I, JAMES C. DONOHUE and JOHN L. DONOHUE, of the Department of State, City of New York, do hereby declare that the within and foregoing is a true and correct copy of the original as shown to the undersigned by the person or persons claiming to be the author or authors of the same, and that the same is a true and correct copy of the original as shown to the undersigned by the person or persons claiming to be the author or authors of the same.

SIGNED AND SWORN TO: IN 14th REGIMENT 7

SIGNED AND DELIVERED IN PRESENCE OF

John A. Jones John A. Jones

John A. Jones John A. Jones

John A. Jones John A. Jones

ALYSON LEE WATKINS

[illegible]

P.O.C.
THE SOUTHEAST CORNER OF SECTION 1
TOWNSHIP-8-NORTH, RANGE-6-EAST,
BALDWIN COUNTY, ALABAMA.

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P.O.B.:

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THIS CERTIFICATE IS GIVEN, BY MEMBERS OF THE NATIONAL CONFEDERATE BATTLE RECONSTRUCTION SOCIETY TO CERTAIN BATTALIONS, COMPANIES, REGIMENTS, ETC., OF THE CONFEDERATE ARMY, WHOSE NAMES ARE SET FORTH HEREON.

March 16, 1907

John H. Morgan
Gen. Secy. N. C. B. R. S.

November 16, 1987

See Planning

SHEET 1 OF 2

1 of 2

**AMENDED BYLAWS
OF
SEMINOLE LANDING OWNERS' ASSOCIATION
July 2020**

These Amended Bylaws, approved at a properly called and noticed annual meeting of the Membership on July 11, 2020, constitute the code of rules by the SEMINOLE LANDING OWNERS' ASSOCIATION, INC., which is the name of the corporation and hereinafter referred to as the "Association." The principal office of the corporation shall be located in Seminole, Alabama, 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 I – DEFINITIONS

Section 1. "Association" shall mean and refer to SEMINOLE LANDING OWNERS' ASSOCIATION, INC., an Alabama Corporation not for profit, its successors and assigns.

Section 2. "Properties" 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 Areas" shall mean and refer to all real property (together with improvements thereon) owned by the Association at the time of conveyance of the first lot by Declarant shall be that area designated as "Private Access Easement" and all roads and rights of way on the recorded plat of Seminole Landing.

Section 4. "Lot" shall mean and refer to all of those lots shown on the recorded subdivision plats of Seminole Landing.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot and shall include contract sellers pursuant to an unrecorded contract. Owner shall not include

those persons or entities having a record interest in a lot merely as security for performance of an obligation.

~~Section 6. "Declarant" shall mean and refer to John C. and Mary E. Donovan,~~
developers of SEMINOLE LANDING, INC.

~~Section 7. "Declaration" shall mean and refer to the Declaration of Covenants,~~
Conditions, and Restrictions applicable to the Properties recorded in the Office of
the Baldwin County Probate Judge.

~~Section 8. "Member" shall mean and refer to those persons entitled to~~
memberships as provided in the declaration.

ARTICLE II – MEETING OF MEMBERS

~~Section 1. Annual Meetings. The first annual meeting of the members shall~~
be held within one year from the date of incorporation of the Association, and
each subsequent regular annual meeting of the members shall be held on the
same day of each year thereafter, at the hour of eight o'clock p.m. If the day for
the annual meeting of the members is a legal holiday, the meeting will be held at
~~the same hour on the first day following which is not a legal holiday.~~

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

~~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,
at least fifteen days before such meeting to each member entitled to vote there
~~at, addressed to the member's address last appearing on the books 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, one-third (1/3) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the declaration, or these bylaws. However, if such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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 III – BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors of not less than two persons until such time as all of the lots have been sold. After three-quarters (3/4) of all lots have been sold this Association shall be managed by a board of six directors. Directors do not need to be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect two directors for a term of one year. Thereafter directors shall be elected annually until three-quarters (3/4) of all lots have been sold. At the first annual meeting after three-quarters (3/4) of all lots have been sold, the members shall elect two directors for a term of one year, two directors for a term of two years and two directors for a term of three years; and at each annual meeting thereafter the members shall elect two directors for a term of two years.

Section 3. Removal. Any director may be removed from the board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

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

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

ARTICLE IV – NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by the nominating committee at the annual meeting. 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 and such appointment shall be announced at each 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 nonmembers.

Section 2. Election. Election to the Board of Directors shall be by secret ~~written 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. Cumulative voting is not permitted.

ARTICLE V – 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 said meeting fall upon a

legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

ARTICLE VI – POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the common area and facilities, and the personal conduct of the members and their guests thereon; and establish and levy fines for violations of the restrictive covenants, rules, and regulations of the Association to include violations that occur within the lots of the subdivision. If a violation is not corrected within 30 days after notice of the violation, a fine not exceed fifteen (15) percent of the current annual lot assessment per infraction will be charged each month until the violation is corrected. Unpaid fines will be added to the annual assessment;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of the 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 such member shall be absent from three consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties.

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 members 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) as more fully provided in the declaration, to:

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

(2) send written notice of each assessment to 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.

(d) 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;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

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

(g) ~~cause the common area to be maintained; and~~

ARTICLE VII – OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors; a secretary and a treasurer and such other officers as the board may from time to time by resolution create.

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

Section 3. Term. The officers of this Association shall be elected annually by the board and each shall hold office for one year unless he 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 after 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 any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

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

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

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, deeds and other written instruments and shall co-sign all checks and promissory notes.

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.

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.

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 to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE VIII – COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX – BOOKS AND RECORDS

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 shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X – ASSESSMENTS

As more fully provided in the declaration each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid 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 the date of delinquency at the highest legal rate, and the Association may bring an action at law against the property and interest, costs and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot.

ARTICLE XI – CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: SEMINOLE LANDING OWNERS' ASSOCIATION, INC.

ARTICLE XII – AMENDMENTS

Section 1. These 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 of Incorporation shall control; and in the case of any conflict between the declaration and these bylaws, the declaration shall control.

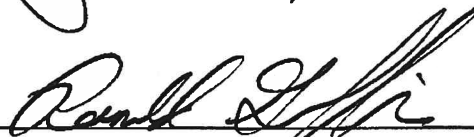
ARTICLE XIII – MISCELLANEOUS

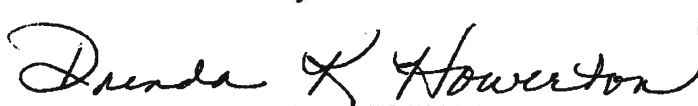
The fiscal year of the Association shall begin on the first day of January and on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

SIGNATURES AND CERTIFICATION

We, the Board of Directors, certify that the foregoing is true and correct Bylaws of the Seminole Landing Owners' Association, Inc., an Alabama non profit corporation, which were duly adopted by a vote of the members on the 11th day of July, 2020.

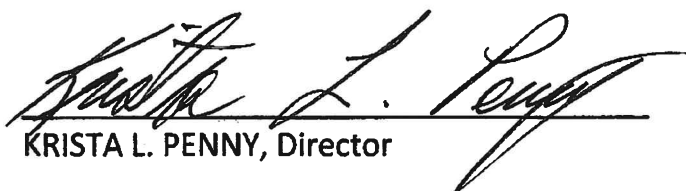

JEANIE W. BETTCHER, President


RONALD GRIFFIN, Vice-President


DRENDA K. HOWERTON, Secretary


CHRISTINE BESSETTE, Treasurer


DAVID C. PENNY, Director


KRISTA L. PENNY, Director

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BYLAWS
OF

SEMINOLE LANDING OWNERS' ASSOCIATION, INC.
RECORDED 11/19/87 16738-45

The name of the corporation is SEMINOLE LANDING OWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located in Seminole, Alabama, 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 I
DEFINITIONS

Section 1. "Association" shall mean and refer to SEMINOLE LANDING OWNERS' ASSOCIATION, INC., an Alabama Corporation not for profit, its successors and assigns.

Section 2. "Properties" 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 Areas" shall mean and refer to all real property (together with improvements thereon) owned by the Association at the time of conveyance of the first lot by Declarant shall be that area designated as "Private Access Easement" and all roads and rights of way on the recorded plat of Seminole Landing.

Section 4. "Lot" shall mean and refer to all of those lots shown on the recorded subdivision plat of Seminole Landing.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot and shall include contract sellers pursuant to an unrecorded contract. Owner shall not include those persons or entities having a record interest in a lot merely as security for performance of an obligation.

Section 6. "Declarant" shall mean and refer to John C. and Mary E. Donovan, developers of SEMINOLE LANDING, INC.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the Baldwin County Probate Judge.

Section 8. "Member" shall mean and refer to those persons entitled to memberships as provided in the declaration.

ARTICLE II
MEETING OF MEMBERS

MSC. 61-ICE 038

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association and each subsequent regular annual meeting of the members shall be held on the same day of each year thereafter, at the hour of eight o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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

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, at least fifteen days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books 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, one-third (1/3) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the declaration or these bylaws. However, if such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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 III

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors of not less than two persons until such time as all of the lots have been sold. After 3/4 of all lots have been sold this Association shall be managed by a board of six directors. Directors do not need to be members of the Association.

MST. 61-4EE 039

Section 2. Term of Office. At the first annual meeting the members shall elect two directors for a term of one year. Thereafter directors shall be elected annually until 3/4 of all lots have been sold. At the first annual meeting after 3/4 of all lots have been sold, the members shall elect two directors for a term of one year, two directors for a term of two years and two directors for a term of three years; and at each annual meeting thereafter the members shall elect two directors for a term of two years.

Section 3. Removal. Any director may be removed from the board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

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

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

ARTICLE IV NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by the nominating committee at the annual meeting. 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 and such appointment shall be announced at each 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 nonmembers.

Section 2. Election. Election to the Board of Directors shall be by secret written 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. Cumulative voting is not permitted.

MSC. 61-403 040

ARTICLE V
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 said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Director shall be held when called by the president of the Association, or by any two directors, after not less than three days notice to each director.

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

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the common 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 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 such member shall be absent from three consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties.

MISC. 61-AGE 041

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 members 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) as more fully provided in the declaration, to:

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

(2) send written notice of each assessment to 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.

(d) 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; .

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

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

(g) cause the common area to be maintained; and

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors; a secretary and a treasurer and such other officers as the board may from time to time by resolution create.

250 04-10 042

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REC. 61-GE 043

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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 to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

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The Association shall have a seal in circular form having within its circumference the words: SEMINOLE LANDING OWNERS' ASSOCIATION, INC.

ARTICLE XII
AMENDMENTS

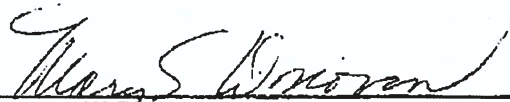
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ARTICLE XIII
MISCELLANEOUS

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

The undersigned, secretary of SEMINOLE LANDING OWNERS' ASSOCIATION, INC., hereby certifies that the foregoing bylaws were duly adopted by the Association on the 18th day of November, 1987.

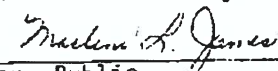


SECRETARY

STATE OF FLORIDA
COUNTY OF ESCAMBIA

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that MARY E. DONOVAN, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, has executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 18th day of November, 1987.



Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB 21, 1988
BONDED THRU GENERAL INS. UND.

