

STATE OF ALABAMA  
COUNTY OF LEE

**AMENDED AND RESTATED  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
STEPHENS WOODS SUBDIVISION**

1309 632  
Recorded in the Above  
MISC Book & Page  
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Lee County, AL  
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74.00

**KNOW BY ALL THESE PRESENTS**, that:

**WHEREAS**, on March 3, 2005, that certain Declaration of Covenants, Conditions and Restrictions for Stephens Woods Subdivision, recorded in MISC Book 1275, beginning at Page 53, for certain real property lying and situated in Opelika, Lee County, Alabama described on **Exhibit A** attached hereto and shown by the plats of Stephens Woods Subdivision as recorded in the Office of the Judge of Probate of Lee County, Alabama (the "Property"); and

**WHEREAS**, Stephens Woods Homeowners Association, Inc. (hereinafter sometimes referred to as the "Association") was formed on May 12, 2005 upon the filing of the Articles in said probate office in CORP BOOK 1276, beginning at Page 311; and

**WHEREAS**, the Members of the Association, upon recommendation by and resolution of the Board of Directors of the Association, now wish to amend and restate the Declaration for the Property, which Property is also known as the Stephens Woods Subdivision (the "Subdivision") and to impose upon said Lots (as defined herein) the mutual and beneficial restrictions, covenants, terms, conditions and limitations (herein for convenience sometimes referred to as "Restrictions") as herein amended and restated for the benefit of all Lots in the Subdivision and the future Owners of said Lots as follows:

**NOW THEREFORE**, the undersigned, as duly approved by the Members of the Association, does hereby adopt, proclaim, publish and declare that all of said Lots in the Subdivision are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied, and improved subject to the following restrictions which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such restrictions.

**ARTICLE I  
DEFINITIONS**

As used throughout this Declaration, the following terms shall have the meanings set forth below, which meanings shall be applicable to both the singular and plural forms and tenses of such terms:

- 1.1 **Architectural Review Committee.** The term or letters "ARC" shall mean the architectural review committee appointed pursuant to Article III hereof with the rights and obligations conferred upon such architectural review committee pursuant to this Declaration.

- 1.2 **Architectural Standards.** The term "Architectural Standards" shall mean the standards prepared, issued, and amended from time to time by the ARC for the purpose of reviewing and approving all exterior improvements, landscaping, and any other Improvements which may be made to any Lot or Dwelling.
- 1.3 **Articles of Incorporation.** The term "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of the Association.
- 1.4 **Assessment.** The term "Assessment" shall mean the annual and special assessments and any other charges assessed against any Owner by the Association.
- 1.5 **Association.** The term "Association" shall mean Stephens Woods Homeowners Association, Inc., an Alabama non-profit corporation.
- 1.6 **Board.** The term "Board" shall mean and refer to the Board of Directors of the Association and their duly elected successors as provided in the Article of Incorporation and Bylaws.
- 1.7 **Bylaws.** The term "Bylaws" shall mean and refer to the bylaws of the Association, as the same may be amended from time to time.
- 1.8 **Committee.** The term "Committee" shall mean any committee appointed by the Board pursuant to the Bylaws with the rights and obligations conferred upon such committee by the Board.
- 1.9 **Declaration.** The term "Declaration" shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Stephens Woods Subdivision and all amendments thereto.
- 1.10 **Development.** The term "Development," with an initial capital letter, shall mean and refer to the Property and all Improvements thereon.
- 1.11 **Dwelling.** The term "Dwelling," with an initial capital letter, shall mean and refer to any improved Lot.
- 1.12 **Improvement.** The term "Improvement," with an initial capital letter, shall mean and refer to all Dwellings, any building, structure, or device constructed, erected, or placed upon any Lot which in any way affects the exterior appearance of any Lot or Dwelling. Improvements shall include, by way of illustration and not limitation, buildings, sheds, foundation, covered patios, underground utilities, roads, driveways, walkways, paving, curbing, parking areas, trees, shrubbery, landscaping, fences, screening, walls, signs, and any other artificial or manmade changes or alterations to the natural condition of any Lot or Dwelling. "Improvements" shall also mean any grading, any excavation, or fill, the volume of which exceeds eight (8) cubic yards.
- 1.13 **Living Space.** The term "Living Space" shall mean and refer to the enclosed and covered areas within a Dwelling which are heated and cooled by heating, ventilating, and air conditioning equipment, exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics and basements.
- 1.14 **Lot.** The term "Lot" shall mean and refer to any unimproved designated portion of the

Property upon which it is intended that a Dwelling be constructed thereon. Upon the recordation of any subdivision plat for any portion of the Property, each lot indicated thereon shall be deemed a Lot for purposes of this Declaration. A parcel of land shall be deemed unimproved and thus considered to be a Lot rather than a Dwelling, until the Improvements constructed thereon are sufficiently complete to reasonably permit habitation thereof. Upon such completion, such Lot and the Improvements thereon shall collectively be considered to be a Dwelling for purposes of this Declaration.

- 1.15 **Member in Good Standing.** The term “Member in Good Standing” shall the meaning ascribed thereto in Section 7.3 of this Declaration.
- 1.16 **Mortgage.** The term “Mortgage,” with an initial capital letter, shall mean and refer to any mortgage, deed of trust, or other security device encumbering a Lot or Dwelling or any interest therein and which shall have been duly and properly recorded in the Probate Office of Lee County, Alabama.
- 1.17 **Mortgagee.** The term “Mortgagee,” with an initial capital letter, shall mean and refer to the holder of any Mortgage.
- 1.18 **Occupant.** The term “Occupant” shall mean and include any Owner, the family members, guests, tenants, agents, employees, and invitees of any Owner and their respective family members, guests, tenants, agents, employees, invitees, and any other person who occupies or uses any Dwelling within the Development. All actions or omissions of any Occupant is and shall be deemed the action or omission of the Owner of such Dwelling.
- 1.19 **Owner.** The term “Owner,” with an initial capital letter, shall mean and refer to the record owner or owners (if more than one Person having an ownership interest) of fee simple title to any Lot or Dwelling whether a corporation, partnership, proprietorship, association, or other entity of any nature, including natural persons, but shall not include (i) any Mortgagee unless and until such Mortgagee has foreclosed on its Mortgage and purchased such Lot or Dwelling at the foreclosure sale held with respect to the foreclosure of such Mortgage or (ii) any lessee, purchaser, contract purchaser, or vendor who has an interest in any Lot or Dwelling solely by virtue of a lease, contract, installment contract, or other agreement.
- 1.20 **Person.** The term “Person” a natural person, corporation, partnership, limited liability company, or other legally recognized entity, or a fiduciary acting on behalf of another person or any other legal entity
- 1.21 **Property.** The term “Property,” with an initial capital letter, shall mean and refer to that certain real property situated in Lee County, Alabama, which is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference.
- 1.22 **Public Records.** The real property and other public records in the Office of the Judge of Probate of Lee County, Alabama or such other place which is designated as the official location for recording of deeds and similar documents affecting title to real estate.

## ARTICLE II MUTUALITY OF BENEFIT AND OBLIGATION

SECTION 2.1 **Mutual Servitudes.** The covenants, conditions, restrictions and agreements sets forth herein are made for the mutual and reciprocal benefit of each and every Lot and Dwelling in the Subdivision and are intended to create mutual, equitable servitudes upon each of said Lots and Dwellings in favor of each and all the other Lots and Dwellings therein, to create reciprocal rights between the respective owners of said Lots and Dwellings; and to create a privity of contract and estate between the grantees of said Lots and Dwellings, their heirs, legal representatives, successors and assigns.

SECTION 2.2 **General Declaration.** Owners by and through the Association hereby declare that the Property is and shall be subject to the easements, covenants, conditions, restrictions, charges, liens, and regulations of this Declaration; and the property, any part thereof and each Lot, Dwelling, and common area thereof shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon, and otherwise used, improved, and maintained subject to the terms of this Declaration, which easements, covenants, conditions, restrictions, charges, liens, and regulations shall run with the title to the property and shall be binding upon and inure to the benefit of the Owner and Occupants of the Property and any Lot, Dwelling, and common area thereof.

SECTION 2.3 **Reservation of Maintenance Easement.** It is hereby established and reserved for the Association, its agents, employees, heirs successors and assigns a permanent and perpetual right and easement to enter upon any Lot or Dwelling for the purpose of mowing, removing, clearing, cutting, pruning underbrush, weeds, stumps or other unsightly growth and removing trash so as to maintain reasonable standards of health, fire, safety and appearance within the Development. Said easement shall not impose any duty or obligation upon the Association to perform any of the foregoing actions.

SECTION 2.4 **Reservation of Environmental Easement.** It is hereby established and reserved for the Association and the ARC, its agents, employees, heirs, successors and assigns a permanent and perpetual right and easement on, over, across, and upon all Lots and all unimproved portions of any Lot or Dwelling for the purpose of taking any action necessary to effect compliance with the Architectural Standards, or any watershed, soil erosion, or environmental rule, regulations, or procedures instituted by any governmental authorities or the Board. Except in the case of emergency situations, the exercise by the Association or the ARC of the rights reserved in this section shall not unreasonably interfere with the use or occupancy of any Dwelling situated on any Lot.

## ARTICLE III ARCHITECTURAL REVIEW COMMITTEE AND REQUIREMENTS OF CONSTRUCTION

SECTION 3.1 **Concept.** It is intended that the Subdivision will be a residential community of high esteem with first class quality homes in a neighborhood environment.

In order to preserve the architectural and aesthetic appearance and the natural setting and

beauty of the Development, to establish and preserve a harmonious design for the Development and to protect and promote the value of the Property, the Lots, the Dwellings, and all Improvements thereon, no Improvements shall be commenced, constructed, erected, installed, placed, moved on, altered replaced, relocated, permitted to remain on or maintained on any Lot of Dwelling by any Owner which affects the exterior appearance of any Lot or Dwelling unless plans and specifications have been submitted to and approved by the Architectural Review Committee.

**SECTION 3.2 Architectural Review Committee.**

SECTION 3.2.1 The Architectural Review Committee (herein referred to as the "ARC") shall be composed of not less than three (3) members at all times appointed by the Board. Regardless of the number on the ARC, at least a majority of the membership of the ARC shall be composed of owners of Lots in the Subdivision. A majority of the ARC may designate one or more representatives to act for it.

SECTION 3.2.2 The primary duty of the ARC shall be to examine and approve or disapprove all plans, including site plans, for construction of Improvements on Lots within this Subdivision in accordance with the provisions of this Declaration. The ARC shall have such other responsibilities, duties and authority as provided for, but the ARC shall not have any responsibility, duty or power not expressly provided for herein or provided for by resolution of the Board.

SECTION 3.2.3 Decisions made by the ARC as outlined herein and as are necessary for the development of the Subdivision in consistency with this Declaration shall be made by any two of the three members of the ARC as established herein.

SECTION 3.2.4 The ARC shall not be obligated to take action to enforce any covenant, restriction, or rule which the ARC in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the ARC reasonably determines that the ARC's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed a waiver of the right of the Association to enforce such provision under any circumstances or prevent the Association from enforcing any other covenant, restriction or rule.

SECTION 3.2.5 The failure of the Board to establish an ARC or the lack of an active ARC for any period of time shall not be deemed a waiver, modification or a release of any Owner from the obligation to comply with covenants, restrictions or other provisions of this Declaration other than those set forth in Section 3.3 (Plan approval) or Section 3.4 (Review Documents) hereinbelow.

**SECTION 3.3 Plan Approval.** All Plans (as defined herein) for any Dwelling or Improvement to be erected on or moved upon any Lot and the proposed location thereof on any Lot or Lots, the construction material, the roofs, any later changes or additions after initial approval thereof and any exterior remodeling, reconstruction, alterations or additions thereto on any Lot shall be subject to and shall require approval in writing of the ARC before any work is

commenced. Construction may not be started before receipt of a letter of approval of the ARC, a copy of which must be signed by the builder or Lot Owner, and returned to the ARC for retention.

**SECTION 3.4 Review Documents.** One set of prints of the drawings and specifications (hereinafter referred to as "Plans") for each Dwelling or Improvement proposed to be constructed on any Lot shall be submitted for review or approval by the ARC. Said Plans should be delivered to any member of the ARC at least thirty (30) days prior to commencement of construction. Each such Plan must include the following:

SECTION 3.4.1 All Plans for structures shall be not less than 1/8 inch equals 1 foot scale.

SECTION 3.4.2 All Plans must take into consideration the particular topographic and vegetative characteristics of the Lot or Lots involved.

SECTION 3.4.3 All plans must state the elevations of all sides of the proposed structure as such sides shall exist after finished grading has been accomplished.

SECTION 3.4.4 The foundation and floor plan(s) shall show the existing grade on each elevation in order that the extent of cut and/or fill areas may be easily and clearly determined.

SECTION 3.4.5 The site plan shall show all outlines, setbacks, drives, fences, and underground trench locations as a scale of one inch equals twenty (20) feet.

SECTION 3.4.6 All Plans must include a summary specifications list or proposed materials and samples of exterior materials which cannot be adequately described and of materials with which the ARC is unfamiliar.

**SECTION 3.5 Design Criteria, Structure.**

SECTION 3.5.1 It is the intent of this Subdivision to maintain itself with as many natural surfaces and textures as possible. The following exterior materials are acceptable:

- (a) Brick, stone, or other material approved by the ARC must cover the front of the exterior. Materials on the sides and back of the building must be the same, except for the trim. All exteriors must be white or earth tones.
- (b) Simulated Arch or driftwood shingles shall be natural or earth tone colored.

SECTION 3.5.2 Each plan for each Lot shall provide off-street parking for at least two (2) vehicles and may provide for an attached or unattached 2 car garage.

SECTION 3.5.3 All windows shall be made of painted or coated metal or vinyl. Storm doors of painted or coated metal shall be allowed to cover doors with the approval of the ARC. Enclosed front porches shall not be permitted.

SECTION 3.5.4 No window air conditioner shall be installed on the front or sides of any structure.

SECTION 3.5.5 Electrical distribution to individual Dwellings shall be provided by underground service. No overhead electrical wiring shall be permitted unless approved by the ARC.

SECTION 3.5.6 Swimming pools will be permitted. However, fencing of swimming pool areas must be within achieved set-back lines and fence type and site location must be approved by the ARC. Above ground pools or recreational equipment must be located so as not to be visible from the street.

SECTION 3.5.7 The location and type of any fencing must be approved by the ARC prior to construction. All fencing shall extend from the rear corner of the Dwelling and no fencing shall be permitted on the front side of any Dwelling. Rear yard fences shall be black chain link or wood privacy fences, which are not more than six (6) feet in height.

SECTION 3.5.8 All mailboxes shall be designed and located in accordance with the overall architectural scheme of the residency, and must meet requirements of the United States Postal Service. All mailboxes shall be standardized, of the same type, design, color and location as may be established by the ARC. Only one mailbox shall be allowed on any Lot or Dwelling. Mailboxes shall contain only the house number and street name of the Lot or Dwelling as approved by the ARC, and no further inscriptions, paintings, ornaments or artistry shall be allowed.

SECTION 3.5.9 During any construction, all vehicles, including those delivering supplies, must enter the building site only on driveways and roads approved by the ARC and such vehicles must be parked on the building Lot where the construction is under way so as to not unnecessarily damage trees.

SECTION 3.5.10 All building debris, stumps, trees, etc., must be removed from each Lot by the builder as often as necessary to keep the Dwelling and Lot attractive. Such debris shall not be dumped in any area of the Subdivision.

SECTION 3.5.11 During construction the builder must keep dwellings and garages clean and yards cut.

SECTION 3.5.12 All Lots shall be landscaped in accordance with plans and specifications submitted to the ARC and must include the following:

- (a) A minimum of two (2) trees that are at least two and one-half to three gallon in size. Cypress or palm trees shall not be permitted in the front yard of any Dwelling. Builders are also encouraged to save existing hardwood trees.
- (b) Beds shall be properly maintained, mulched, and kept free of weeds at all times. Stones may not be used as bedding.

(c) Fountains of any type are not permitted in the landscape plan for any Dwelling.

(d) Landscaping plans shall include and incorporate one to three gallon sized plants.

SECTION 3.5.13 There shall be no signs nailed to trees at any time. All builders' and contractors' signs are to be removed from the Lot after the building is completed.

SECTION 3.5.14 Drainage of surface water, storm water, and/or foundation drains may not be connected to sanitary sewers.

SECTION 3.5.15 No outside clothes lines shall be permitted.

SECTION 3.5.16 Outdoor furniture of a permanent nature and all recreational appliances, devices and/or structures shall be located at the rear of the Dwelling located on the Lot.

SECTION 3.5.17 No exterior above ground liquified fuel storage containers in excess of ten (10) gallons of any kind shall be permitted.

SECTION 3.5.18 No lot corner stakes may be removed. In the event that such are removed or destroyed either during construction of a Dwelling or at any other time, it shall be the responsibility of the Owner of the Lot to have such restored by a licensed surveyor at the Lot Owner's expense. The failure of a Lot Owner to restore or replace such lot stakes in accordance with the final subdivision plat shall authorize the Association to have such work performed and to charge the expense thereof to the Owner.

SECTION 3.5.19 Dust abatement and erosion control measures shall be implemented by the contractor or Owner in all stages of construction. Proper erosion control plans shall be submitted to the ARC for approval prior to the construction phase beginning. These plans should set out in detail the planned utilized and any builder or subcontractor that will be responsible for the implementation of the plan.

SECTION 3.5.20 The ARC requires the prior approval of all builders and subcontractors that will work on any structure or improvement on any Lot in the Subdivision. A list of said builders and subcontractors shall be submitted for approval either with the initial Plan or prior to the beginning of any construction or site preparation.

SECTION 3.5.21 Any fees or costs associated with tapping into or connecting to the water system for the City of Opelika, including but not limited to the meter loop fee and the impact fee shall be paid by the owner of the Lot or Dwelling, and shall not be the responsibility of the Association or the ARC.

SECTION 3.6 **Plans or Specifications Defects.** Neither the ARC nor any architect nor



agent thereof nor the Association shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

**ARTICLE IV  
EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS**

SECTION 4.1 **Residential Lots.** All Lots in the Subdivision shall be known and described as residential lots and shall be used for single-family residential purposes exclusively.

SECTION 4.2 **Subdivision.** No Lot shall be subdivided without the consent of the Board and the City of Opelika.

SECTION 4.3 **Detached Residences/Outbuildings.** No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family residence not to exceed two (2) stories. No more than one (1) outbuilding not to exceed 400 square feet, may be constructed or placed on a Lot; provided however, that same shall be made of natural materials and blend with the exterior materials of the Dwelling and provided further, that the written approval of the ARC shall be required prior to construction or installation thereof.

SECTION 4.4 **Heated Square Footage.** Every Dwelling on any Lot, exclusive of one story open porches, garages, bonus rooms located over garages and finished basements, shall have not less than the following square footage:

- (a) Single story dwelling, not less than 1,500 square feet.
- (b) Two story dwelling, not less than 1,100 square feet for the main level.

SECTION 4.5 **Ceiling Height.** The ceiling height of any enclosed, heated, and habitable area shall not be less than 8 feet.

SECTION 4.6 **Occupants of Dwellings.** Each Lot and Dwelling shall be used for residential purposes only. No more than a single-family unit and one unrelated person shall occupy any dwelling house.

**ARTICLE V  
GENERAL PROHIBITIONS AND REQUIREMENTS**

SECTION 5.1 **Conditions of Lots.** It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such Lot which shall tend to decrease the beauty of the specific area or of the Subdivision as a whole.

SECTION 5.2 **Maintenance.** All Lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereon. In order to implement effective

control of this item, the Board or one of its Committees, shall have the right, after ten (10) days notice to any Lot Owner, to enter upon any residential lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the ARC detracts from the overall appearance and safety of the Subdivision. Such entrance upon such property for such purposes shall be only between the hours of 7 a.m. and 6 p.m. on any day except Sunday and shall not be a trespass. The Board may charge the Lot Owner a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity. The provisions of this paragraph shall not be construed as an obligation on the part of the Association, the Board or the ARC to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

**SECTION 5.3 Animals.** No animals, livestock or poultry of any kind or description, except the usual household pets (not to exceed two in number), shall be kept on any Lot, provided that no household pet may be kept on any Lot for breeding or commercial purposes.

**SECTION 5.4 Noxious, Offensive or Illegal Activities.** No noxious, offensive or illegal activities shall be carried on upon any Lot nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the Subdivision.

**SECTION 5.5 Drilling, Refining, and Quarrying Operations.** No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No water pipe shall be installed or maintained on any Lot above the surface of the ground except hoses and movable pipes used for irrigation purposes.

**SECTION 5.6 Trash, Garbage and Refuse.** No trash, garbage or other refuse shall be dumped, stored or accumulated on any Lot. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in clean and sanitary condition and shall be so placed, buried or screened by shrubbery or other appropriate material approved in writing by the ARC so as not to be visible from any street within sight distance of the Lot at any time except during periods of refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction phase without prior approval of the ARC and the City of Opelika.

**SECTION 5.7 Signs.** All signs, billboards or advertising structures of any kind are prohibited except builder and subcontractor signs during construction periods and except one professional sign of not more than two (2) square feet to advertise the property during sale period. No sign shall be permitted to be nailed or attached to trees.

**SECTION 5.8 Temporary Structure.** No structure of a temporary character, mobile home, recreational vehicle, trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently. There shall be no occupancy of any Dwelling until the interior and exterior of the Dwelling are completed and a certificate, or other satisfactory evidence of completion is received by the owner or contractor from the Building Official of the municipality where the property is located.

SECTION 5.9 **Destroyed Structure.** Any Dwelling or other structure on any Lot in the Subdivision which is destroyed in whole or in part for any reason must be rebuilt in one (1) year. All debris must be removed and the Lot restored to a slightly condition with reasonable promptness, provided that in no event shall such debris remain on any Lot longer than sixty (60) days.

SECTION 5.10 **Parking.** No boat, boat trailer, house trailer, mobile home, camper, motor home, recreational vehicle or similar equipment or vehicle shall be parked or stored on any road, street, driveway, yard or Lot located in the Subdivision for any period of time in excess of twenty-four (24) hours, except in enclosed garages. No trucks larger than three-fourths (3/4) ton and no tractors or other excavating machinery shall be parked or stored on any road, street, driveway, yard or Lot located in the Subdivision for any period of time in excess of twenty-four (24) hours, except during the period of construction on the Lot. No cars shall remain on the street overnight.

SECTION 5.11 **Non-residential Activity.** No professional, business, home industry, religion, school, kindergarten or educational enterprises shall be conducted on any Lot. No owner or occupant of any Dwelling erected on any Lot shall ever rent or lease rooms, but such shall not be construed to prevent the rental of an entire residence to a family unit nor the employment of live-in-domestic servants.

SECTION 5.12 **Yards and Drives.** Prior to occupancy of any residence constructed on any Lot, all yard areas which are visible from any street or adjoining lot must be planted with grass or have other suitable ground cover, and driveways must be paved or otherwise approved by the ARC.

SECTION 5.13 **Set Back Lines.** No building shall be located nearer to the street line than as indicated by the building set-back lines shown on the recorded Subdivision plat. Where these setback lines are less than those required by the zoning ordinance of the municipality where the Lot is located, the higher requirement shall control. For the purposes of this paragraph, eaves, steps and open porches not covered by a roof structure shall not be considered as a part of building, provided however, that this shall not be construed to permit any portion of the building or construction on any Lot to encroach upon another Lot or upon reserved easements.

No structure or other permanent fixture, excluding landscaping planting and mail boxes shall be erected, placed or altered on any Lot between the street and the building set-back line unless the same be a retaining wall of masonry construction which does not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced or stabilized. The exposed part of such retaining walls shall be made of brick, natural stone or concrete block veneered with brick, natural stone or other material approved by the ARC.

**ARTICLE VI  
SET BACK LINES AND EASEMENTS**

SECTION 6.1 **Building Set-Back Lines.** The building set-back lines shall be in accordance with the requirements of the City of Opelika.

SECTION 6.2 **Easement.** Utility and drainage easements shall be designated on the plat of the subdivision.

**ARTICLE VII  
ASSOCIATION**

SECTION 7.1 **Membership.** The owner of each Lot or Dwelling shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling; provided, however, that (a) in the event any Lot or Dwelling is owned by more than one (1) person, then the vote appertaining thereto shall be cast only in accordance with their unanimous agreement, and, if no unanimous agreement is reached, the vote appurtenant to such Lot or Dwelling shall be suspended; and (b) no Mortgagee shall become a member of the Association until such time, if at all, that the Mortgagee becomes an owner by virtue of foreclosure of its mortgage and title to such encumbered Lot or Dwelling is vested in Mortgagee pursuant to a duly recorded deed. The transfer or conveyance of fee title to any Lot or Dwelling (other than by a mortgage as security for the payment of an obligation) shall automatically include the transfer of all membership rights of such owner in the Association with respect to the Lot or Dwelling transferred and conveyed, notwithstanding any failure of the transferor to endorse to his transferee any certificates, assignments, or other evidence of such membership. Membership or the rights and benefits in the Association may not be transferred, assigned, conveyed, or otherwise alienated in any manner separately and apart from the ownership of a Lot or Dwelling. Upon the legal separation, divorce, or other termination of an Owner or a joint ownership of a Lot or Dwelling, such vote appurtenant to such Dwelling or Lot shall be held solely by the one who continues directly to occupy or use the Dwelling or Lot in the same manner and to the same effect as though ownership had never been joint, provided that there is not a court order to the contrary; and provided further that the other Person shall not be released from any debts due the Association prior to such event of separation or termination. Members of record are those Persons who are Members of the Association on the record date for a Members' meeting, which shall be set by the Board. Each member of the Association shall at all times comply with the provisions of this Declaration, the Articles of Incorporation, the Bylaws, and all rules and regulations which may from time to time be adopted by the Board or the members of the Association.

SECTION 7.2 **Board.** The Board of Directors of the Association shall have the rights and duties set forth in the Articles of Incorporation and the Bylaws.

SECTION 7.3 **Voting Rights; Member in Good Standing.** The Owner of each Lot or Dwelling shall be entitled to one (1) vote in any matter submitted to the members of the Association for approval. No Owner, whether one or more persons, shall have more than one membership and one vote per Lot or Dwelling. Members who are not in Good Standing may

have their voting rights suspended by the Board after compliance with the notice and hearing procedures set forth in the Bylaws. A "Member in Good Standing" is commonly defined as an Owner of a Lot or Dwelling who has, at least thirty (30) days prior to the date fixed for any meeting or other Association action, fully paid all installments due for assessments made or levied against him and his Lot or Dwelling by the Board, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to Owner and to Owner's Lot or Dwelling. Any Member of the Association must be a Member in Good Standing to be a nominee or appointee to a Committee or Officer or for service on the Board.

**SECTION 7.4 Duties and Powers of Association.** In addition to the rights, duties, responsibilities and obligations of the Association otherwise set forth in this Declaration, the Association shall have the power to do, cause to be done, and otherwise perform or cause to be performed any of the duties and powers set forth its Articles of Incorporation and Bylaws. The Association may exercise any other right or privilege granted to it expressly by this Declaration or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. In the event of any conflict, ambiguity, or inconsistency between the Code of Alabama, this Declaration, the Articles of Incorporation, the Bylaws, or any rules and regulations adopted by the Association, then the provisions of the Code of Alabama, this Declaration, the Articles of Incorporation, the Bylaws, and any rules and regulations adopted by the Association (in that order) shall prevail and each owner, by acceptance of a deed or other conveyance to a Lot or Dwelling, covenants and agrees to vote in favor of and execute any amendments as may be necessary to remove or alleviate any such conflict, ambiguity, or inconsistency. The powers of the Association shall include, but not be limited to:

7.4.1 The power to purchase one or more Lots and/or Dwellings and any other real or personal property, whether tangible or intangible, and to hold, lease, mortgage, sell, and otherwise convey the same.

7.4.2 Subject to the provisions of this Section 7.4, the right to borrow money for the purpose of acquiring additional common areas for constructing, repairing, maintaining, or improving the common areas or any portion thereof or for providing any of the services authorized herein.

7.4.3 Subject to the provisions of this Section 7.4, the right to give mortgages or other security instruments encumbering all or any part of the common areas as security for any loan obtained by the Association; provided, however, that the lien and encumbrance of any such mortgage shall be subject and subordinate to all of the rights and interests of the ARC, the Association, and all Owners and Occupants.

7.4.4 The right to grant and accept easements.

7.4.5 The right to dedicate or transfer fee simple title to all or any portion of the common areas to any governmental authority; provided, however, that except as provided herein in this Declaration the dedication or transfer of title to any of the common areas must be approved by a majority of those owners present in person or by proxy at a duly held meeting of the Association called for such purposes.

7.4.6 The right to arrange with any governmental authorities or any public or private utilities or others, for the furnishing of trash collection, water, sewer, and/or security services for the common areas and/or the Lots and Dwellings.

7.4.7 The right to suspend an Owner's right to vote or to suspend an Owner's right to serve as a director, officer or member of a Committee of the Association after compliance with the notice and hearing procedures set forth in Section 3.15 of the Bylaws.

7.4.8 The right to obtain and continue in effect such insurance as is required by Alabama law. Furthermore, the Association may, as determined in its sole discretion, obtain and maintain the following types of insurance, if reasonably available:

(i) Blanket property insurance 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. 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 obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements;

(ii) Commercial general liability insurance on the common areas, insuring the Association and any of its Members, employees, agents, or contractors while acting on its behalf;

(iii) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

(iv) Directors and officers liability coverage;

(v) Fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's best business judgment; and

(vi) Such additional insurance as the Board, in its best business judgment, determines advisable, which may include, without limitation, flood insurance. In the event that any portion of the Common Area is or shall become located in an area identified by the Federal Emergency Management Agency as an area having special flood hazards, a policy of flood insurance on the Common Area may be maintained on all effected improvements and other insurance property.

Premiums for all insurance shall be Common Expenses and shall be included in the Annual Assessment. In the event of an insured loss, the deductible shall be treated as a Common Expense and assessed in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance

with the Bylaws, that the loss is the result of the negligence or willful misconduct of one (1) or more Owners, their guests, invitees, or lessees, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Lot(s) pursuant to Section 3.15 of the Bylaws.

Except as otherwise specifically provided to the contrary herein, the Association's Articles of Incorporation or Bylaws, the powers and authority granted to the Association may be exercised by the Board, acting through the officers of the Association, without further consent or action on the part of the Owners, Occupants or Mortgagees.

**SECTION 7.5 Agreements.** Subject to the conditions, restrictions, and other provisions of this Declaration, all agreements, actions, and determinations lawfully authorized by the Board shall be binding upon all owners, their heirs, executors, personal representatives, administrators, successors, and assigns, and all others having any interest in the Subdivision. In performing its responsibilities hereunder, the Association, through the Board, shall have the right and authority to delegate to such persons of its choice such duties of the Association as may be determined by the Board. In furtherance of the foregoing and not in limitation thereof, the Association may obtain and pay for the services of any person or entity to manage its affairs or any part hereof, to the extent it deems advisable, as well as such other personnel as the Association shall deem necessary or desirable for the proper operation of any portion of the Subdivision, whether such personnel are furnished or employed directly by the Association or by independent contract with the Association. All costs and expenses incurred incident to the employment of a manager of the Subdivision or any of the common areas shall be a common expense. During the term of any such management agreement entered into by the Association with a third party, such manager may, if authorized by the Board, exercise all the powers and shall be responsible for the performance of all of the duties of the Association, excepting any of such powers or duties specifically and exclusively reserved to the Board or the officers of the Association by the Declaration, the Articles of Incorporation, or the Bylaws. Such manager may be an individual, corporation, or other legal entity and maybe bonded in such manner as the Board may require with the costs of such bond to be a common expense. In addition to the foregoing, the Association may pay for and the Board may hire and contract for such legal and accounting services as are necessary or desirable in connection with the operation of the Subdivision, or the enforcement of this Declaration, the Articles of Incorporation, the Bylaws, or any rules and regulations of the Association.

**SECTION 7.6 Rules and Regulations.** The Board may establish and enforce reasonable rules and regulations governing the use of all Lots, Dwellings, and common areas. Without limiting the foregoing, the Board may adopt rules and regulations which shall govern the use of any of the common areas (including specifically, the use of any of the recreational facilities, if any, situated within the common areas), the enforcement of all of the terms and provisions of this Declaration, and any rules and regulations adopted by the Board and such other matters. Copies of such rules and regulations shall be binding upon all Owners and Occupants until and unless such rule or regulation is specifically overruled, canceled, or modified by the Board or by the majority vote of the total votes of the Association at any regular or special meeting of the Association.

**SECTION 7.7 Indemnification.** The Association shall and does hereby indemnify,

defend, and agree to hold each and every officer, agent, representative, and member of the Board of the Association, the ARC or other Committee, harmless from and against any and all expenses, including court costs and reasonable attorneys' fees, suffered, paid or incurred by an such officer, agent, representative, or member of the Board, the ARC or other Committee, in connection with any action, suit, or other proceedings (including the settlement or any suit or proceedings if approved by the Board) to which such person may be made a part by reason of being or having been an officer, agent, representative, or member of the Board of the Association, the ARC or other Committee. The officers, agents, representatives, and members of the Board of the Association, the ARC or other Committee shall not be liable for any mistake in judgment, negligence, or otherwise except for their own willful misconduct or reckless disregard of duty, as finally determined by a court of competent jurisdiction. The officers, agents, representatives, and members of the Board of the Association, the ARC or other Committee shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall and does hereby indemnify, defend, and agree to forever hold each such officer, agent, representative, and member of the Board harmless from any and all liability to others on account of any such contract or commitment. The indemnification obligations and rights provided for herein shall not be exclusive of any other rights to which any officer, agent, representative, or member of the Board of the Association, the ARC or other Committee may be entitled, including anything provided to the contrary contained in the Articles of Incorporation or the Bylaws. The Association may purchase general liability and officers and directors liability insurance in order to fulfill its obligations under this Section 7.7 and the costs of such insurance shall constitute a common expense.

### **ARTICLE VIII COMMON AREA ASSESSMENTS**

**SECTION 8.1 Assessments and Creation of Lien.** Each Owner of a Lot or Dwelling, by acceptance of a deed or other instrument conveying any interest therein, regardless of whether such deed or instrument contains a reference to this Declaration, is hereby deemed to covenant and agree to pay to the Association: (a) annual assessments; (b) special assessments; and (c) individual assessments against any particular Lot or Dwelling which are established or assessed pursuant to the terms of this Declaration, including, but not limited to, any fines as may be levied or imposed against such Lot or Dwelling in accordance with the Bylaws or the provisions herein. In addition to such other rights and assessments authorized herein, all assessments and other charges, together with late charges and interest, and all costs of collection and attorneys' fees incurred by the Association to enforce or collect such assessments, shall be an equitable charge and a continuing lien upon each Lot or Dwelling for which the owner thereof is responsible for the payment of the same until paid, which lien may be enforced in the manner provided herein. Each such assessment or other charges, together with interest, late charges, costs, and reasonable attorneys' fees, also shall be the personal obligation of the person who was the Owner of such Lot at the time the assessment arose. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

**SECTION 8.2 Purpose of Assessments.** The annual and special assessments provided for herein shall be used for the general purposes of promoting the recreational, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of the Subdivision and



otherwise for the general upkeep and maintenance of the Subdivision, including, specifically, the common area and detention pond(s), and any improvements thereto, all as may be more specifically authorized from time to time by the Board.

**SECTION 8.3 Annual Assessments.** Annual Assessments shall be levied by the Association against each Lot and shall be collected and held by the Association for the payment of expenses including without limitation, administrative expenses, utility charges, administrative, repair, replacement and maintenance expenses ("Common Expenses") in the Development.

**SECTION 8.4 Computation of Annual Assessments.** The current Annual Assessment for each Lot or Dwelling is \$50.00 per year. The annual assessment rate shall be set by the Board and will be set at a level which is reasonably expected by the Board to produce total income for the Association equal to the total budgeted Common Expenses, including reserves. In determining the total funds to be generated through the levy of Annual Assessments, the Board, in its discretion, may consider other sources of funds available to the Association, including any surplus from prior years, any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year.

Notwithstanding the foregoing, any increase or decrease in the annual assessment rate by the Board shall be approved by the Board at a scheduled Board meeting open to all Members and **THE ANNUAL ASSESSMENT SHALL NOT BE INCREASED BY MORE THAN TWENTY-FIVE (\$25.00) DOLLARS IN ANY ONE YEAR** during the Term of this Declaration unless approved by the Members at a Special or Annual Meeting of the Members of the Association.

Failure of the Board to establish assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Annual Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

**SECTION 8.5 Special Assessments.** The Association may, by majority vote of Lot Owners voting in person or by proxy at a meeting duly called for such purposes, levy special assessments for any costs in connection with the construction, reconstruction, repair, or replacement of areas in the Subdivision.

**SECTION 8.6 Non-payment Remedies.** Assessments shall be paid in such manner and on such dates as the Board may establish, which may include discounts for early payment or similar time/price differentials. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two (2) or more installments. Any assessment which is not paid when due shall be delinquent. If an assessment for a Lot is not paid within ten (10) days after the due date, the Lot Owner (s) shall be in default and the Association may declare the balance of the entire annual assessment for such Lot immediately due and payable. If the assessment is not paid within thirty (30) days after the date due, the assessment and other outstanding charges (to the extent permitted by law) shall bear interest from the date due at the rate of twelve percent (12%) per annum, and the Association

may bring suit to recover a money judgment for the unpaid assessments, fees and charges against the Lot Owner without waiving the lien, and/or file a lien against such Lot. Finally, the Association may charge a delinquent Owner an administrative/late fee in an amount determined by the Board of Directors and permitted by law for each installment due to the Association which is delinquent. When either of the preceding remedies is exercised by the Association, interest, administrative/late fees, collection costs, and reasonable attorneys' fees and court costs shall be added to the amount of such assessment as may then be due. Further, if the assessment and other charges are not paid within thirty (30) days after the date of default, the Association shall give prompt notice of default to the holder of any first mortgage upon said Lot. All payments received will be applied, until paid in full, in the following order: (1) current interest accrued to the date of payment; (2) any outstanding late charges; (3) any outstanding filing fees, court costs and collection costs incurred, including attorney's fees and expenses; (4) any outstanding special dues, fines, administrative fees and assessments; and lastly, (5) any outstanding annual dues and assessments. Each Lot Owner by his acceptance of a deed to a Lot from any subsequent owner of a Lot vests in the Association or its agents the right and power to bring all actions against him personally for the collection of such charges as a debt and to file and foreclose a lien in a suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. This lien provided for herein shall be in favor of the Association and shall be for the benefit of all Lot Owners. If a Lot Owner defaults in the payment of his assessment or failure to pay any fines levied by the Association or one of its Committees under the Bylaws, the Board shall have the right to declare the Member to not be a Member in Good Standing subject to sanction pursuant to Section 3.15 of the Bylaws. Non-use or abandonment of the Lot shall not constitute a defense against any action on account of any unpaid assessments.

The obligation to pay assessments and other charges is a separate and independent covenant on the part of each Lot or Dwelling Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

## **ARTICLE IX ENFORCEMENT**

SECTION 9.1 In the event of a violation or breach of any of these restrictions, the Association, any Owner(s) of Lot(s), or any party to whose benefit these restrictions shall inure, shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages, reasonable attorney's fees, cost of court, or other charges or to take all such courses of action at the same time, or such other legal remedy it may deem appropriate. Any delay or failure on the part of an aggrieved party to invoke an available remedy set forth herein shall not be held to be waiver of that party or an estoppel of that party or of any party to assert any right available to that party upon the recurrence or continuation of said violation or the occurrence of a different violation.

The failure of the Association (i) to elect one or more officer(s), (ii) to appoint committee members or (iii) the lack of an active ARC or other Committee for any period of time shall not

be deemed a waiver, modification or a release of any Owner from the obligation to pay any Assessments due hereunder or to comply with covenants, restrictions or other provisions of this Declaration. In addition, should the lack of Committee members prevent internal enforcement of these covenants and restrictions by the Association, Members, at their expense, may seek redress through the courts or other appropriate legal or administrative proceedings.

## **ARTICLE X TERMS AND MODIFICATION**

**SECTION 10.1 Term.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years unless terminated as provided herein or by law. Notwithstanding the above, if any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

After twenty (20) years from the date of recording, this Declaration may be terminated only by (i) an instrument signed by Owners owning at least fifty-one percent (51%) of the Lots and constituting at least fifty-one percent (51%) of the total number of Owners, or (ii) a sworn statement of the President of the Association or by the Chairman of the Board certifying that the termination of this Declaration has been approved at any annual or special meeting of the Members of the Association by Owners holding at least two-thirds (2/3) of the total votes in the Association, which instrument or sworn statement is recorded in the Public Records. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

**SECTION 10.2 Amendment by Owners.** Amendments in this Declaration shall be proposed and adopted by the Association in the following manner:

10.2.1 At any annual or special meeting of the members of the Association, an amendment to this Declaration may be proposed by either the Board of the Association or by any owners present in person at such meeting. Any such proposed amendment must be approved by the Owners holding at least two-thirds (2/3) of the total votes entitled to be cast in the Association in accordance with the Articles; provided, however, that any amendment which materially and adversely affects the security, title, or interest of any Mortgagee must be approved by such Mortgagee.

10.2.2 Any and all amendments which have been approved in accordance with the provisions of Section 10.2.1 above shall be executed by all parties whose consent to the same is required, including the Owners holding at least two-thirds (2/3) of the total votes entitled to be cast in the Association in accordance with the Articles; provided, however, that in the alternative, a sworn statement of the President of the Association or by the Chairman of the Board stating unequivocally that the agreement of the requisite number of Owners was lawfully obtained may be attached to and incorporated into such

amendment without joinder of any Owners. Any such amendment shall be effective upon recording of the same in the Probate Office of Lee County, Alabama.

## ARTICLE XI SEVERABILITY

SECTION 11.1 **Severability.** Every one of the restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions and of and from every combination of the restrictions. Invalidation by any court of any restrictions in this instrument shall in no way affect any of the other restrictions which shall remain in full force and effect.

## ARTICLE XII GENERAL

SECTION 12.1 **Captions and Headings.** The captions and headings contained in this Declaration are for convenience of reference only and shall not be used in the construction or interpretation of any provisions of this Declaration.

SECTION 12.2 **Pronouns and Plurals.** All personal pronouns used in this Declaration, whether used in the masculine, feminine, or neuter gender, shall include all other genders. The use of the singular tense shall include the plural and the use of the plural shall include the singular.

SECTION 12.3 **Binding Effects.** The terms and provisions of this Declaration shall be binding upon each Owner, Occupant, and Mortgagee and the respective heirs, executors, administrators, personal representatives, successors, and assigns of each Owner, Occupant, and Mortgagee, and shall inure to the benefit of the ARC, the Association, all of the Owners, Occupants and their respective Mortgagees and their respective heirs, executors, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Association has caused this Amended and Restated Declaration of Covenants, Conditions and Restrictions to be properly executed, by STACEY L. POWELL, as Acting Chairman of the Board, as of this the 10<sup>th</sup> day of May, 2014.

**STEPHENS WOODS HOMEOWNERS ASSOCIATION, INC.**

By: Stacey L. Powell  
Stacey L. Powell  
Acting Chairman of the Board of Directors

**STATE OF ALABAMA  
COUNTY OF LEE**

I, the undersigned authority, a Notary Public in and for said County, said State, hereby certify that **STACEY L. POWELL**, whose as the Chairman of the Board of Directors of Stephens Woods Homeowners, Inc., an Alabama nonprofit corporation, is signed to the foregoing instrument and is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, she, as such Chairman and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal this 10<sup>th</sup> day of May, 2014.



J. Burton  
Notary Public  
My Commission Expires: 4/16/2017

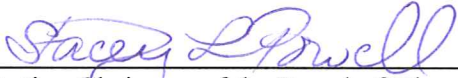
**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the duly elected and Acting Chairman of the Board, Treasurer and Secretary of Stephens Woods Homeowners Association, Inc., an Alabama non-profit corporation.

That the foregoing Declaration constitutes the Amended and Restated Declaration of the Association, as duly approved and adopted by at least two thirds (2/3) of the Members of the Association as required at the 2014 Annual Meeting of the Members of the Stephens Woods Homeowners Association held on May 10, 2014 in Opelika Civitan Club in Opelika, Alabama.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 10 day of May, 2014

  
\_\_\_\_\_  
Acting Chairman of the Board of Directors

**EXHIBIT A**

The 106 lots situated in the following plat:

Lots 1-22, of Stephens Woods Subdivision, and Parcel A, as shown on the map or plat of subdivision recorded in Plat Book 26, at Page 94, on March 2, 2005, in the Office of the Judge of Probate of Lee County, Alabama.