

STATE OF ALABAMA
ELMORE COUNTY

RESTATED DECLARATION OF PROTECTIVE COVENANTS
FOR
BRITTANY PLACE SUBDIVISION

Recording Fee	174.00
TOTAL	174.00

Know all men by these presents, that:

WHEREAS, on November 9, 2011, pursuant to the provisions of the Alabama Business and Nonprofit Entities Code, codified at Title 10A, Chapter 1, Code of Alabama (1975), the Members of the Brittany Place Homeowners Association, LLC, approved by a majority vote a Resolution to convert the limited liability company into a nonprofit corporation under the authority of § 10A-1-8.01, Code of Alabama (1975); and

WHEREAS, the name of the Nonprofit Corporation is:

Brittany Place Homeowners Association, Inc.

(hereinafter also referred to as the "Association"); and

WHEREAS, provisions were made during the conversion for the transfer of all assets, interests, and property from Brittany Place Homeowners Association, LLC, to the nonprofit corporation under the guidance and operation of a Board of Directors (hereinafter referred to as the "Board") organized as the Brittany Place Homeowners Association, Inc.; and

WHEREAS, the Members of Brittany Place Homeowners Association, LLC, and Joy Sanders Bell Builders, LLC, under authority conferred by and under the Amended Declaration of Protective Covenants for Brittany Place as recorded in the Elmore County Probate Office on January 24, 2012, said members being the same Joy Sanders Bell and Thomas E. Bell, did transfer, assign, and convey authorities, rights, duties and obligations of the Architectural Review Committee, to the Brittany Place Homeowners Association, Inc.; and

WHEREAS, the Board of Brittany Place Homeowners Association, Inc., pursuant to the power conferred in Article X of the original Declaration of Protective Covenants For Brittany Place, recorded in RLPY Book 2004 at Page 3277, now hereby wishes to amend said document and adopt the following Restated Declaration of Protective Covenants For Brittany Place; and

WHEREAS the Lot Owners of at least seventy-five percent (75%) of the Lots of the subdivision have now had the opportunity to review this Restated Declaration of Protective Covenants and have voted by their written consent to approve and adopt this Restated Declaration of Protective Covenants to supplant the existing Amended Declaration of Protective Covenants; and

WHEREAS the vote of the Lot Owners has been duly recorded in the Minutes of the Association as part of the permanent record of the Association; and

WHEREAS the Board has directed that this Restated Declaration of Protective Covenants should be caused to be recorded in the Office of the Judge of Probate for Elmore County as the superseding and controlling document for the mutual benefit of all Lot Owners.

NOW THEREFORE, the Brittany Place Homeowners Association, Inc., does hereby proclaim, publish and declare that all of the said Lots in said Subdivision (hereinafter referred to as "Lot" or "Lots") 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, their heirs, successors and assigns, 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 MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.A. The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every Lot in the Subdivision and are intended to create mutual and equitable servitudes upon each of said Lots in favor of each and all other Lots therein, to create reciprocal rights between the respective owners of said Lots; and to create a privity of contract and estate between the grantees of said Lots, their heirs, successors and assigns.

ARTICLE II ARCHITECTURAL REVIEW COMMITTEE AND REQUIREMENTS OF CONSTRUCTION

Section 2.A. Concept It is intended that the Subdivision development will be a residential community of high esteem and quality homes in a delightful environment. The concept of Brittany Place is to provide harmony of architectural standards but no absolutely conformity.

Section 2.B. Architectural Review Committee The Architectural Review Committee (herein referred to as the "Committee" or the "ARC") shall consist of not less than 3 nor more than 7 members of the Association duly appointed by the Board. Members of the Committee shall be appointed by the Board of Directors for terms described in the By-Laws of the Association.

The primary authority of the Committee shall be to examine and approve or disapprove all initial and subsequent plans, including site plans, for construction of improvements on the Lots within this Subdivision, in accordance with the provisions of these Covenants. The Committee shall have such other responsibilities, duties and authority as provided for herein, but the Committee shall not have any responsibility, duty, power or authority not provided for herein.

Section 2.C. Plan Approval All plans and specifications for any structure, outbuilding, or improvement, including the creation of any above ground or raised earth gardens or the use

of edging materials that would obstruct or divert the drainage of water, whatsoever to be erected on or moved upon or to any Lot, and the proposed location thereof, all finishes, the roofs, landscaping, and later changes or additions, after initial approval thereof, any remodeling, reconstruction, alterations or additions thereto on any Lot, shall be subject to and shall require the approval in writing of the Committee before any work is commenced. The scope of review by the Committee shall be limited to appearance and aesthetic harmony of the proposed improvement within the general scheme of construction only and shall not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes or standards, or any similar or dissimilar factors. Commencement of construction prior to the receipt of a Letter of Approval, a copy of which must be signed by the applicant or an email acknowledged as received by the applicant and returned to the Committee for retention, is strictly prohibited. The Committee shall have 21 days to approve, in writing, the application for improvement

Section 2.D. Review Documents One set of prints of the drawings and specifications (herein referred to as "plans") for each house or other structure proposed to be constructed on each Lot shall be submitted for review and approval or disapproval by the Committee. The plans submitted to the Committee shall be retained by the Association. Said plans shall be delivered to the Post Office Box of Brittany Place Homeowners Association, Inc., or other location as may be designated by the Board of Directors in the By-Laws of the Association. Each such plan must include the following:

1. All plans for structures shall not be less than 1/8 inch = 1 foot scale.
2. All plans must state the elevations of all sides of the proposed structure as such sides will appear after finished grading has been accomplished.
3. All plans must include a summary, specifications list of proposed materials and samples of exterior materials including, paint or other finish samples, which cannot be adequately described, and materials with which the Committee is unfamiliar.

Section 2.E. Design Criteria

2.E.1. It is the intent of Brittany Place Subdivision to generally present a harmonious and consistent architectural environment; however, the elevation and exterior appearance of no two houses shall be permitted to be the same. The following types of exterior materials, among others, are acceptable, subject to approval of the actual appearance of such materials by the Architectural Review Committee.

- | | | |
|-----|-----------------------|-----------------------------------|
| (a) | Brick | not less than 75% of the exterior |
| (b) | Stone | |
| (c) | Aluminum/Vinyl Siding | not more than 25% of the exterior |

No house shall have exterior concrete block walls.

2.E.2. Building Setbacks All buildings must be at least eight (8) feet from one interior lot line and at least two (2) feet from the other interior lot line and twenty (20) feet from any lot line adjoining road frontage right of way. Pins for site of dwelling must be in and approved by the Committee before construction may begin.

2.E.3. Garage openings shall face the street.

2.E.4. All mailboxes shall be constructed and located according to plans and specifications approved by the Committee. This Subdivision will have mailboxes of like design approved by the Committee, and all Lot owners will conform to the design of said mailbox. Builder will place order for mailbox, cost of which will be paid by Lot owner at Lot closing. The Board of Directors or the Architectural Review Committee will endeavor to maintain a list of approved suppliers of mailboxes and posts.

2.E.5. Windows, Window Treatments and Doors

- a) Reflective glass shall not be permitted on the front exterior of any dwelling. No foil or other reflective materials shall be installed on any windows or used for sun screens, blinds, shades or other purposes.
- b) No aluminum colored windows shall be utilized on ~~the front or sides of~~ any dwelling. Cantilevered bay windows shall be approved by the Committee (which may require additional landscaping in front of such bay windows). Burglar bars or doors (including wrought iron doors) shall not be permitted. Screen doors shall not be used on the front or side of any dwelling. Storm doors with glass fronts may be installed only upon the approval of the Board. Approval is subject to review by the Committee in order to ensure that color selected is in harmony with the color scheme of that particular home. No aluminum colored doors with glass fronts shall be allowed on the front of any dwelling.
- c) Appropriate window treatments shall be used on all windows. Sheets, bed linens, blankets and paper or plastic bags are not appropriate window treatments.

2.E.6. All fences, including fences for back yards, swimming pools, dog pens, gardens, or for any other purpose, must be approved by the Committee prior to construction. All fences must be in conformance with others in order to provide harmony of architectural standards.

2.E.7. No sign of any kind shall be displayed to the public view on any parcel except one (1) professional sign of not more than four square feet to advertise the property for sale or rent, or a builder to advertise the property during the construction or sales period. No signs are to be nailed to any trees. All builder and contractor signs must be removed from the lot within 30 days after the house has been sold.

2.E.8. The Committee reserves the right to make exceptions to architectural guidelines in the event solar heating is to be used, such exceptions to be made on a case by case basis, considering the design compatibility with the neighborhood.

Section 2.F. Construction Obligations

- 2.F. 1. During construction, all vehicles, including those delivering supplies, must enter the building site only on driveways approved by the Committee and such vehicles must be parked on the building Lot where the construction is under way so as to not unnecessarily damage grass or trees outside of driveway right-of-way.
- 2.F.2. All building debris, stumps, trees, etc., must be removed from each Lot by builder as often as necessary to keep the house and Lot attractive. Such debris shall not be dumped in any area of the Subdivision.
- 2.F.3. During construction, builder must keep homes and garages clean and yards cut.
- 2.F.4. All proposed exterior decorating or redecorating, including color changes, must be approved by the Committee.
- 2.F.5. All utility lines, pipes, conduits and wiring for electrical, gas, telephone, water, sewer, cable television, security and any other utility service for any portion of the Subdivision shall be installed and maintained below ground.
- 2.F.6. No plumbing or heating vent shall be placed on the front side of the roof. All vents protruding from roofs shall be painted the same color of the roof covering.
- 2.F.7. The Committee shall have the right to establish specific requirements for the pitch of any roof and the type of roofing materials which may be utilized for any dwelling. Roof pitch on the roof sections of the house shall be not less than 8/12. Gables or dormers shall have a minimum roof pitch of 12/12, unless otherwise approved by the Committee.

ARTICLE III EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

Section 3.1. All Lots in the Subdivision shall be residential Lots and shall be used for single family residential purposes exclusively. No Lot may be altered in size unless by a majority vote of all the members of the Brittany Place Homeowners Association, Inc. Businesses at which the public is not invited may be operated in the private residences of those owners conducting such businesses.

Section 3.2. Homes shall have ceiling heights of not less than eight (8) feet in all enclosed, heated, habitable areas. Homes shall have not less than 1,600 square feet of heated and cooled floor space.

Section 3.3. Detached auxiliary buildings are not permitted without prior written approval of the Committee and no detached auxiliary building may be used as a place of residence. All dwellings must be built within the building lines shown on the recorded plat of Brittany Place Subdivision. All guest houses, pool houses, storage houses or garages must be approved by

the Committee and follow the architectural style of the dwelling. No auxiliary buildings shall be permitted in the front yard of any Lot.

ARTICLE IV GENERAL PROHIBITIONS AND REQUIREMENTS

Section 4.1. It shall be the responsibility of each Lot owner to prevent the development of any unclean, unsightly or unkept conditions of building or grounds upon such Lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

Section 4.2. 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 them from 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 reserves the right, after ten (10) days notice to any Lot owner, to enter upon any 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 Board, detracts from the overall beauty and safety of the Subdivision. Entrance upon any property for said purposes shall be between the hours of 7:00 A.M. and 6:00 P.M. on any day except Sunday or legal holiday and shall not be a trespass. The Board may charge the owner a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or in equity. The provisions of this paragraph shall not be construed as an obligation on the part of the Board to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

Section 4.3. 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 a clean and sanitary condition and shall not be stored in the front of homes.

Section 4.4. Domesticated stock animals and exotic pets are not permitted in the subdivision. No animals may be kept or bred for commercial purposes. Pet waste shall be properly disposed of in a timely manner in order to prevent offensive odors and unsanitary conditions. Dogs must be controlled and on a leash when off of the owner's property, and should not be staked on the owner's property. Excessive barking or barking that disturbs the peace and tranquility of the neighborhood is prohibited. Owners who walk their pets in the subdivision are responsible for the immediate removal of waste left by their pets.

Section 4.5. No noxious, offensive or illegal activity 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 neighborhood.

Section 4.6. No oil or natural gas mining or exploration such as drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or

permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

Section 4.7. No structure of a temporary character, vehicle, truck or recreational vehicle, camper, trailer, tent or shack may be used at any time as a residence, either temporarily or permanently. There shall be no occupancy of any dwelling until the exterior of the dwelling is completed and a certificate, or other satisfactory evidence of completion, is received by and approved by the Board or the ARC.

Section 4.8. Any dwelling or other structure on any Lot in the Subdivision which may be destroyed, in whole or in part for any reason or whatever cause, must be rebuilt within one (1) year of the destructive event. All debris must be removed and the Lot restored to a slightly condition with reasonable promptness, provided that no debris remain on any Lot longer than ninety (90) days. Periods of ninety days may be extended by the ARC upon the written request of the owner's insurance carrier for the purposes of investigation and/or appraisal.

Section 4.9. No vehicles may be parked on lawns. No boat, boat trailer, house trailer, camper or similar equipment or vehicle shall be parked in public view or stored on any road, street or driveway located in the Subdivision for any period of time in excess of 48 hours, except in garages or on the rear part of the Lot and the same must not be visible from the street. Also, no inoperable, unkept or otherwise unattractive vehicle or piece of equipment may be parked or stored on any road, street, driveway, yard or Lot, except in garages or storage houses. The statement "in public view" shall be determined and/or interpreted by the Board or the Committee.

Section 4.10. There shall be no discharging of any type of firearm in the Subdivision not consistent with state or local law.

Section 4.11. No window air conditioners shall be permitted unless specifically approved as to location by the ARC.

Section 4.12. No satellite dish shall be placed upon the property between the front line of any home and the road on which the property is situated. Radio, ham radio, short wave or electronic transmission or reception of any kind shall not be permitted on any lot without written permission, which may be denied. Exterior radio or television antennas shall not be installed without prior written approval of the ARC.

Section 4.13. No individual sewage disposal system, grease traps, field lines or extension of field lines shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Prior approval of such systems must be obtained from state and local authorities in addition to the approval of the Committee.

Section 4.14. Existing drainage may not be altered in any manner without the approval of the Committee. Existing drainage shall not be altered, under any circumstances, in such a manner as to obstruct or divert the flow of water onto an adjacent Lot or Lots.

ARTICLE V EASEMENTS

Section 5.1. The Association reserves for itself, its successors and assigns, the right to use, dedicate and/or convey to the State of Alabama, to county or city government, and/or to an appropriate utility company or companies, rights of way or easements, on or under the ground, to erect, maintain and use utilities, electric and telephone wires and cables, cable television, conduits, storm sewers, sanitary sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on or under strips of land ten (10) feet in width along the rear property line of each Lot and ten (10) feet in width along either side line of each Lot; with a further easement reserved to cut or fill a three to one slope along the boundaries of all public or private streets built in the Subdivision.

Section 5.2. Drainage flow shall not be obstructed or diverted from drainage swales, storm sewers and/or utility easements as designated herein, or as may hereafter appear on any plat of record in which reference is made to these Restrictions. The Association may cut drainways for surface water wherever and whenever such action may appear to the Association to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grades of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health and appearance. Except as provided herein, existing drainage shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot or Lots. The provisions hereof shall not be construed to impose any obligation upon the Association to cut such drainway. Brittany Place Homeowners Association, Inc., is responsible for maintaining all drainage ways to the acceptance of any present or future standards required by the city engineer, county engineer, or the Board. In the event that Brittany Place Homeowners Association, Inc., does not complete said maintenance required by the city engineer within thirty (30) days of written notice to the Association, then in that event the owners of the Lots over and across which said easement or drainage way runs shall be personally responsible and liable for said maintenance. This provision shall run with the land and pertain to all present and future owners of the Lots in Brittany Place Subdivision over and across which said easements and drainage ways run. Examples of future requirements would be of any trees that obstruct the drainage ways, any filling in by sedimentation of drainage ways, or any other form of obstruction of drainage ways.

ARTICLE VI HOMEOWNERS ASSOCIATION

Section 6.1. Brittany Place Homeowners Association, Inc., a not for profit corporation, has been formed under the laws of the State of Alabama, and each person, partnership, corporation or other entity that purchases a Lot in this Subdivision is deemed to be and is a member of said Homeowners Association and by acceptance of any deed obligates himself to all requirements, commitments, restrictions and obligations as set forth in the Articles of Incorporation and By-Laws of said Homeowners Association.

Section 6.2. Each and every Lot owner and future Lot owner, by accepting a deed to a Lot or Lots in this Subdivision agrees to pay to the Homeowners Association all charges and fees levied by the Homeowners Association in accordance with the terms of the Articles of Incorporation and the By-Laws. It is agreed that regular and special assessments, together with interest, fees, and any costs of collection, shall be a charge upon the land and constitute a continuing lien upon the Lot against which the assessment is made. Said lien shall be subordinate to all taxes and recorded, bona fide mortgages on the Lot or Lots to finance or refinance the purchase thereof. It is the sole responsibility of Brittany Place Homeowners Association to keep up the common entrance area.

Section 6.3. Assessments shall be due and payable no later than January 31st. Assessments shall be collected to pay the cost of said maintenance and other expenses of the Association, and together with the cost of collection thereof, shall be the personal obligation of each person owning such property at the time the assessment came due. Late fees and interest charges shall be established from time to time in the By-Laws of the Association.

Section 6.4. An annual budget shall be determined and published by the Board of Directors and the dues or assessments of the Homeowners Association shall be based upon the needs of the Association anticipated for the coming year. Regular assessments shall not be raised or lowered by more than five percent (5%) of the previous year's assessments without a majority vote of the membership.

Section 6.5. In addition to annual assessments, the Board of Directors may levy a special assessment, in any assessment year, that shall be applicable for the year of the levy and restricted in purpose to the cost of or defraying the cost of, whether in whole or in part, any construction, reconstruction, repair, or replacement of any capital improvement upon a Common Area.

Section 6.6. The Annual Meeting of the Association shall be determined, published, and conducted by the Board of Directors for a day and time that shall fall within two months of the end of the Association's fiscal year. A copy of the financial statement and budget for the following year shall be made available to each member in attendance at the Annual Meeting. Directors shall be elected at the Annual Meeting and shall serve a term of three (3) years.

ARTICLE VII ENFORCEMENT

Section 7.1. In the event of a violation or a breach of any of these Restrictions, or any amendment thereto by any property owner or occupant, or family of such owner or occupant, or agent for such owner or occupant, the owner(s) of Lot(s), the Board, Brittany Place Homeowners Association, Inc., or any other party to whose benefit these 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 or other dues, or take all such courses of action at the same time, or pursue such legal remedy as he/she/they/it may deem appropriate. No delay or failure on the part of the aggrieved party to invoke an available remedy set forth herein shall be held to be a waiver by that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation. Neither the Board nor any architect or agent thereof nor the Association shall be responsible in any way for any delay or failure by any or all of such entities, their successors and assigns, to enforce or seek to enforce any violation or breach of any of these Restrictions, or amendments thereto.

Section 7.2. Each and every Lot owner, future Lot owners and all tenants in possession, in accepting a deed or contract for any Lot or Lots in Brittany Place Subdivision agrees to adhere to these Protective Covenants governing Brittany Place Subdivision. If said Lot owner(s) or occupant(s) do/does not adhere to said Restrictions and legal action is taken against the party in violation of said Restrictions, the Lot owner(s) in violation agrees to pay all attorney fees and other associated litigation costs incurred by other successful parties in pursuing legal action to remedy violation of these Restrictions, including all court costs, legal fees, deposition costs, and expert witness fees.

ARTICLE VIII GRANTEE'S ACCEPTANCE AND INDEMNIFICATION AGREEMENT

Section 8.1. The grantee of any Lot subject to the coverage of these Restrictions, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from a developer or a subsequent owner of such Lot, shall accept such deed or other contract upon and subject to each and all of these Restrictions and the agreements herein contained.

Section 8.2. Each and every Lot owner and future Lot owner, by accepting a deed or other contract for any Lot or Lots in Brittany Place Subdivision, whether from a developer or a subsequent owner of such lot, agrees to indemnify and reimburse Brittany Place Homeowners Association, Inc., for any damage caused by said lot owner or their contractor, agent or employees, to roads, streets, gutters, walkways or other public ways, including all surfaces thereon, or to water, drainage or storm sewer line, or sanitary sewer lines owned by the Association, the city or the county, or for which either has the responsibility, at the time of such damage.

Section 8.3. Each and every Lot owner and the future Lot owner, by accepting a deed or contract for any Lot or Lots in Brittany Place Subdivision, whether from the developer or a subsequent owner of such Lot, agrees and covenants to release, indemnify, protect and hold harmless the Association, its directors, and its agents from and against any and all claims or demands by any other owner, any member of his or her family, their tenants in possession, their employees, agents, guests, invitees, licensees, or contractors and employees for damages to property or injury or death, which may arise out of or be caused directly or indirectly by any activity, act, or omission of any nature on the part of the Association, its directors, and its agents. The indemnification by said owner, as set forth above, shall cover any and all expenses of the Association, its directors, and its agents, including attorney fees resulting from any claims or demands.

Section 8.4. Each and every Lot owner and future Lot owner, in accepting a deed or contract for any Lot or Lots in Brittany Place Subdivision, whether from the developer or a subsequent owner of such Lot, agrees, in connection with the construction of any improvements on such Lot or Lots, to exercise due care, and to assure that any contractors of said owner, or employees of contractors or subcontractors, will exercise due care and will comply with any and all governmental rules, regulations, codes and ordinances relating to safety, so as to protect the safety and health of the public, and the safety and health of said owner, his or her family, and his or her contractor and its employees and subcontractors.

ARTICLE IX TERM AND MODIFICATION

Section 9.1. These Restrictions shall run with the land for a period of ten (10) years and thereafter in increments of 10-year periods. At the end of each 10-year period, for a period of ninety (90) days, these Restrictions can be changed, modified, amended, altered or terminated by a duly recorded written instrument, executed by the Board of Directors for the Brittany Place Homeowners Association, Inc., after having been approved by the record owners of no less than seventy-five percent (75%) of the lots of this Subdivision.

ARTICLE X SEVERABILITY

Section 10.1. 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. Invalidity by any court of any Restriction in this instrument shall in no way affect any of the other Restrictions which shall remain in full force and effect.

ARTICLE XI
CAPTIONS

Section 11.1. The captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience and reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word may be taken to mean or apply to the plural, and the masculine form may be taken to make or apply to the feminine or neuter.

IN WITNESS WHEREOF, the Brittany Place Homeowners Association, Inc. has caused this instrument to be properly executed on this **20th day of December, 2016**.

For BRITTANY PLACE HOMEOWNERS' ASSOCIATION, INC.:

Ronald Thomas
Ronald Thomas, Director

James Ragan
James Ragan, Director

Gayle M. Magill
Gayle M. Magill, Director

Debbie D. Turner
Debbie D. Turner, Director

Hubert Chance
Hubert Chance, Director

STATE OF ALABAMA
COUNTY OF ELMORE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Ronald Thomas, James Ragan, Gayle M. Magill, Debbie D. Turner, and Hubert Chance**, whose names as Directors of the Brittany Place Homeowners' Association, Inc., an Alabama not for profit corporation, are signed to the foregoing instrument, and who are known to me or have made their identities adequately known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they as directors and with full authority, executed the same for and on behalf of said not for profit corporation.

Given under my hand and seal, this **20th day of December, 2016**.



[Signature]
NOTARY PUBLIC
My commission expires: February 26, 2019