

**BYLAWS OF MCALLISTER TRAILS PROPERTY OWNERS ASSOCIATION,****AN INCORPORATED ASSOCIATION,** Recorded In Above Book and Page

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PATRICK H DAVENPORT

Judge of Probate

Houston County, Alabama

**ARTICLE I**

The name of this Association is McAllister Trails Property Owners Association, an incorporated Association hereinafter referred to as the "Association". The principal Office of the "Association" shall be located at 256 Honeysuckle Rd., Suite 18, Dothan, AL 36305.

**ARTICLE II: DEFINITIONS**

1. "Association" shall mean and refer to Property Owners Association, an incorporated Association, its successors and assigns.
2. "Subdivision" shall mean and refer to that certain real property known as Subdivision per map or plat thereof in the Office of the Probate Judge or Houston County, Alabama and Plat Book \_\_15\_\_ Page \_42\_.
3. "Common Area". The Association, subject to the rights of the Owners set forth in this Declaration, shall manage and control the Common Area and all improvements thereon (including, without limitation, landscaping, recreational facilities,\*if any, furnishings, equipment, and other personal property of the Association), and shall keep it in attractive condition and good repair, consistent with the community-Wide Standard. The Board is specifically authorized, but not obligated, to retain or employ professional management to assist in carrying out the Association's responsibilities under this Declaration, the cost of which shall be a Common Expense.
4. "Common Area". All real and personal property, including easements, which the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners.
5. "Common Expense". The actual and estimated expenses incurred, or anticipated to be incurred by the Association for the general benefit of all Owners, including any reasonable reservem, as the Board may find necessary and appropriate pursuant to this Declaration, the By-Laws, and the Articles.
6. "Developers" shall mean and refer to CWS, LLC.

**ARTICLE III: MEETING OF MEMBERS**

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

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

#### ARTICLE IV: OFFICERS AND DIRECTORS

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

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

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

At such time as the developer deems reasonable, the Association shall assume sole responsibility for the expense of the maintenance of common area in such dedicated phase of plat.

#### ARTICLE VI: PURPOSE OF THE ASSOCIATION

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

#### ARTICLE VII: INSURANCE AND CASUALTY LOSSES

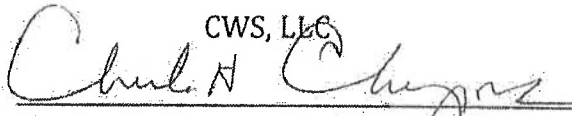
##### Association Insurance

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

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

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

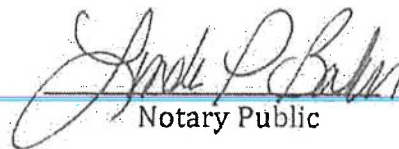
Witnessed this the 2 day of November, 2018.

CWS, LLC  
  
 Charles H. Chapman III, Managing Partner

I, the Undersigned Authority in and or said County and State, hereby certify that Charles H. Chapman III, whose name as Managing Partner of CWS, LLC, is signed to the foregoing restrictions, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the restrictions, he/she, as such Officer and with full Authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and Official Seal this the 2 day of November 2018

*My commission expires  
12/11/2018*

  
 Notary Public

