

**DECLARATION OF RESTRICTIONS AND COVENANTS
OF
AUSTIN BRIDGES SUBDIVISION
(Including all Amendments as of June, 2020)**

WHEREAS, the AUSTIN BRIDGES HOMEOWNERS ASSOCIATION, INC., (the Owners) own certain land and lots located on the Plat of AUSTIN BRIDGES, A SUBDIVISION recorded at slide No. 2007-A and 2082-B, in the records of the Office of the Judge of Probate of Baldwin County, Alabama, all of which shall sometimes be referred herein as the "Property:

AND WHEREAS, the OWNERS set forth the Declaration of Restrictions and Covenants applicable to AUSTIN BRIDGES, a subdivision, dated the 5th day of January, 2000, and recorded at Instrument Number 527429 in the Office of the Judge of Probate of Baldwin County, Alabama, together with the First Amendment to Declaration of Restrictions and Covenants of AUSTIN BRIDGES, a subdivision, dated the 17th day of May, 2000, and recorded at Instrument Number 546943, in the office of the Judge of Probate of Baldwin County, Alabama, together with the Second Amendment to Declaration of Restrictions and Covenants of AUSTIN BRIDGES, a subdivision, dated the 24th day of July, 2000, and recorded at Instrument Number 561938, in the office of the Judge of Probate of Baldwin County, Alabama, and together with the Third Amendment to Declaration of Restrictions and Covenants of AUSTIN BRIDGES, a subdivision, dated the 30th day of October, 2013 and recorded at Instrument Number 1427324 in the office of the Judge of Probate of Baldwin County, Alabama,

NOW, THEREFORE, the following protective conditions, covenants, and restrictions are amended and imposed by a designated vote conducted during May 2020, of the Austin Bridges Homeowners Association Members in compliance with Section 25 of the Restrictions and Covenants. (Previously read the undersigned does hereby impose the following protective conditions, covenants and restrictions)

1. RESIDENTIAL USE ONLY: All lots in the Subdivision shall be known and described as residential lots. No lot may be improved, used or occupied for other than private, single-family residential purposes, and no flat, duplex, apartment house, group apartment, or condominium, though intended for residential purposes, may be erected thereon.

Rental property- Duties of the owner: All residences which are not occupied by the legal owner of the real property shall be considered rental property. As such, both the legal owner of the real property residence, as well as all tenants who are occupying the subject real property, shall be required to comply with all duties, requirements and obligations set forth in both the Declaration of Restrictions and Covenants and the Bylaws of the Subdivision, and all amendments thereto.

The legal owner of the real property, upon entering into any rental/lease agreement with any individuals who are not the legal owner of the real property, shall provide either written or mouth- to-mouth the following information to the Secretary of the Austin Bridges Homeowners Association:

- a. The name(s) of those individual(s) expected to occupy the real property residence and
- b. A valid phone number for those individual(s) expected to occupy the real property.

It is the lot owners' responsibility to inform their renters or guests of all Association rules and regulations. (Added by Amendment of 2013)

2. ARCHITECTURAL CONTROL COMMITTEE: Any construction within the Subdivision will be governed by an Architectural Control Committee (hereinafter referred to as the "Committee"). The Committee shall be composed of the Architectural/Landscape/Maintenance Board Director and two other Members of his/her choice. ~~Previously read "by Colonial Group, L.L.C. (the "Developer". The Developer may, at any time, and from time to time, delegate or assign to any other person, entity, or committee in whole or in part, the right and authority to grant by section or by any other section of the restrictive covenants granting a discretionary right or authority to the Developer."~~) In all events, the decision of the Committee shall be final.

3. ARCHITECTURAL CONTROL COMMITTEE PROCEDURE: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Committee relating to such lot. In approving or rejecting any proposed plan for the Subdivision, the Committee will look at the quality of materials and workmanship intended, the harmony of the exterior design with existing structures and the conformity to the existing architectural standards within the Subdivision. The Committee must, also, approve the intended location of the structure, topography, and finish grade. The owner or builder shall submit two (2) sets of complete plans and specifications, along with a plot plan or survey, to the Committee prior to any construction. The Committee's approval or disapproval as required in these restrictions shall be in writing, but in the event the Committee fails to forward a letter or other communication signifying approval or disapproval within thirty (30) days after the date the plans are submitted, the approval will not be required and the related restrictions shall be deemed to have been in full compliance. The changes of building plans after the Committee's approval must be re-approved by the Committee. The Committee reserves the right to inspect any construction to ensure compliance.

4. BUILDING LOCATION: Any business constructed on a corner lot within the Subdivision must not be nearer than twenty-five (25) feet to the lot line fronting any street without the written approval of the Committee. Residences constructed on interior lots must not be nearer than thirty (30) feet to the front lot line without the written approval of the Committee. Under no circumstances may any residence or structure, whether located on a corner or interior lot be located nearer than eight (8) feet to an interior lot line. Additionally, as to a building on any interior lot, such building shall be located so the sum of the distance from the building to the interior lot line on one side plus the distance from the building to the interior lot line on the other side shall be a minimum of twenty (20) feet. No residence may be constructed on any lot nearer than twenty (20) feet to the rear lot line. For the purpose of the restriction, eaves and steps shall not be considered as a part of a building, provided, however that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The building location must also comply with any applicable zoning ordinances unless a special exception is obtained from the appropriate governmental agency and approved by the Committee. The building

location must also comply with any setback line shown on the Plat unless special exception is obtained from the Committee.

5. TYPE AND SIZE OF BUILDINGS: No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling. Each single-family dwelling shall not be more than two stories in height, exclusive of any basement. Each residence must contain at least two thousand (2,000) square feet of heated living area, exclusive of any garage or porch. If the residence is more than one story in height, the first floor must contain at least one thousand five hundred (1,500) square feet and the entire residence must contain a minimum of two thousand, two hundred (2,200) square feet. The interior ceilings of all residences shall be a minimum of nine (9) feet unless otherwise previously approved by the Committee.

6. GARAGES: Each residence must contain a double garage or carport. The roof of any garage or carport must be in keeping with the roofline of the residence. Under no circumstances can a garage or carport have a flat roof. No garage or carport may face or open to any street, except with the written consent of the Committee. Detached garages may be erected on any lot only with the prior written approval of the Committee.

7. EXTERIOR COLORS AND MATERIALS: All exterior colors and materials must be approved by the Architectural Committee. All residences shall be primarily brick, stone, wood, flat panel or stucco exterior, with siding accents limited to no more than twenty-five percent (25%) of the total area of all outside walls. All chimneys must be finished in the material used primarily in the exterior finish. No metal pipe chimneys are allowed without the prior written consent of the Committee. A minimum roof pitch of eight (8) inches of rise in any twelve (12) inch run shall be required for all dwellings. Roofing material shall be of architectural grade shingles or other material approved by the Committee. All protrusions from any roof shall be painted to match the roof. Soffit and fascia may be vinyl.

8. SIDEWALKS AND DRIVEWAYS: Concrete sidewalks and driveways are required for each individual lot. The concrete sidewalk and driveway for each lot shall be completed prior to the respective house being occupied and shall be constructed at the owner's expense.

9. TRAILERS, ETC.: No camping trailer, mobile home, tent, shack, garage, barn, or other outbuilding of any kind may be erected on any lot, temporarily or permanently, nor shall any structures of a temporary character be used as a residence. House trailers, mobile homes, campers, trailers, boats, and/or boat trailers may be kept on the premises only if under a carport or within an enclosed garage, and then only if not visible from any neighboring lot or public street.

Lot owners shall be allowed to maintain trailers, attached to vehicles in the driveway for a period not to exceed forty-eight (48) hours for the express purpose of accommodating sporting or vacationing activities that may occur over a weekend.(Added by amendment passed in 2013.)

10. SATELLITES: Satellite dishes may not be located in the front of the residence of the property.

(Added by amendment passed in 2013)

Any satellite dish must be concealed behind a privacy fence or hedge such that the satellite dish will not be visible from the public street or from adjacent lots. *(Removed--This was the old covenant and was removed because satellite dishes are no longer huge nor do they have to be placed on the roof. On some of the lots the satellite dish had to be placed on the side of the house visible from the road for the homeowners to have reception.)*

11. ANIMALS: Dogs, cats and other domestic animals not exceeding four (4) *may be kept by each lot owner or tenant, provide, however, they are not kept, bred, or maintained for any commercial purpose or use, and are not a nuisance, annoyance or danger to the neighboring residents or neighborhood. No other animal or fowl may be kept or maintained on any part of the lot owner's property. *(*This was the amendment passed in 2013 which deleted the phrase "of which there shall be no more than two (2) dogs")*

All lot owners and tenants must adhere to all Baldwin County and municipal authorities current leash laws. *(Added by amendment passed in 2013.)*

12. GARBAGE DISPOSAL CONTAINER AND EQUIPMENT: No lot shall be used as a dumping ground for rubbish, and all debris and trash from clearing or construction must be immediately removed. Trash, garbage, or other waste shall not be kept except in sanitary containers.

All household garbage and/or trash may only be placed curbside, in approved garbage receptacles. No plastic garbage bags containing household garbage or trash is permitted. All yard clippings, tree limbs and debris must be placed in plastic bags or in a neat pile and at the curb in front of the residence, but never obstructing the water drain culvert or placed so any of the debris can enter the culvert. The homeowner or renter is responsible for calling in a timely manner to schedule a pick-up by the Baldwin County Solid Waste, phone number 251-972-6878 or 251-937-0249. The pick-up schedule is set by the Baldwin County Solid Waste Management.

In the event a residence is leased to a non-owner, it shall be the responsibility of the tenant to prevent the accumulation of litter, trash, rubbish or other unclean or unsightly conditions in or surrounding the residence. *(Added by amendment passed in 2013 with one change of deleting the days of pick up, as that has changed, and the sentence of the pick-up schedule being set by the BCSWM has been added instead.*

13. FENCES, WALL, HEDGES, AND ORNAMENTAL STRUCTURES: No hedge shall be located nearer the front property line than ten (10) feet without the written approval of the Architectural Control Committee; and no fence, wall, or ornamental structure, other than that which is an integral part of the dwelling itself, shall be constructed upon any portion of any lot without the prior consent of the Committee.

In no event may any fence, wall or ornamental structure exceed eight (8) feet in height for any lot in the Subdivision. Only fencing constructed of wood, brick, stucco or metal will be considered

by the Committee. All fencing material shall be submitted to and require the approval of the Committee. *(Changed from only allowing a six foot fence and added the specifications for the border fences.)*

14. NO EXPOSED CONCRETE BLOCKS: No exposed concrete block or concrete shall be utilized in the construction of the exterior of any residence, or the construction of any fence or wall approved by the Committee.

15. WINDOWS: All windows shall be constructed of wood, vinyl, or such primed and finished material as may be specifically approved by the Committee. Bright aluminum window frames are strictly prohibited.

16. WINDOW AIR CONDITIONING UNITS: Window air conditioning units are prohibited.

17. MAILBOXES: Mailboxes, signs and house numbering graphics will be a standard design throughout the community. Design and location will be provided by the Architectural Control Committee. The property owner is also responsible for purchasing a mailbox selected by the Architectural Control Committee.

The section entitled 18. Resubdivision has been deleted since all the lots but one have been built on and no lots can now be subdivided. This changes the numbering of the rest of the sections so the number change were not highlighted so as not to cause confusion when no other change is made in the section.

18. OFFENSIVE ACTIVITIES, ETC.: No trade or business activity of any kind shall be carried on upon any lot, nor shall any noxious or offensive activity be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No outside clothes lines shall be permitted in the subdivision unless screened in such a manner so as it is not visible from adjacent lots or streets. No part of any lot shall be used for ingress or egress to property outside the Subdivision without approval of the Committee.

19. SOD YARDS: Immediately after the construction of the residence on a lot, but not later than thirty (30) days after the completion of construction, the front and side yards of such lot shall be fully grassed by the application of solid sod, and not sprigged or partially sodded. Additionally, the sod should continue a minimum of twenty-five (25) feet beyond the rear of the dwelling.

20. SIGNS: *Signs allowed to be displayed in the yard of any residence are here delineated. One (1) professionally lettered sign not more than four (4) square feet in size, which may advertise the property for sale, except during the construction period, is allowed. An additional sign may be erected by the builder. A security service sign shall be allowed when applicable. Construction workers doing work on a property, such as painters, roofers, brick masons, etc., may display one of their company signs but only for the time they are on site doing business. As they depart each day the sign must leave with them or be taken down by the homeowner or resident. This does not prohibit the putting up of decorative yard signs for one day to celebrate a birthday, anniversary, graduation, or welcome home for a service man or woman from an overseas tour of duty. A sign not to exceed four (4) square feet in support of a college may be*

displayed as long as it is in good taste. Signs supporting a political candidate, church or synagogue and all other signs are prohibited with the exception of a sign place at each entrance by the Board announcing the annual Board meeting or special notices for purposes of safety.(Added by the amendment of 2013 with further clarification)

21. **LANDSCAPE REQUIREMENTS:** *It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on his/her lot which shall tend to decrease the beauty of the specified area or the neighborhood as a whole.*

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 the lot or the accumulation of rubbish or debris thereon. In order to implement effective control of this covenant, the Board of Directors for the Association reserves for itself, its agents and the Committee the right, after a notice of ten (10) days to any lot owner, to enter upon any residential lot with such equipment and devices as may be necessary for the purpose of moving, removing, clearing, or cutting underbrush, weeds, or other unsightly growth and trash which in the opinion of the Board of Directors detracts from the overall beauty and safety of the subdivision. Entrance upon such property for such purposes shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and legal holidays, and shall not be deemed a trespass, nor shall it give rise to any other cause or action against the party taking such action. The Board of Directors or the Architectural Control Committee, their agents and/or assigns may charge the owner of the lot, enforceable by appropriate proceedings at law or equity. The provisions of this Section shall not be construed as an obligation on the part of the Board of Directors or the Architectural Control Committee, their agents and/or assigns to move, clear, cut or prune any vegetation on any lot or to provide garbage or trash removal service.(Added by amendment of 2013 for which there had not been a section.

22. **PARKING:** *For safety reasons, neighborhood appeal, and property resale value, no vehicle, either personal or commercial, may be parked curbside or on the street in excess of 24 hours by any homeowner, the homeowner's family member still considered to hold residency, even if just for short periods of time, including a student home from college, or guest. This timeframe is to allow parking on the street for such things as power-washing of the driveway, furniture delivery, house painting, backyard pool installation, large number of party guests, etc., or to allow older or disabled guests to use the driveway for their convenience. The only exception to the 24 hour rule is when overnight guests visit for more than 24 hours and there is no room for their vehicle(s) in the driveway.*

No parking is allowed within the yard and/or lawn other than those specified areas designated as such set forth in Section 8 of this Declaration. Parking is permitted and approved only within a lot owner's designated driveway(s), carport/garage, or other paved/concrete parking areas within the resident's lot boundaries.

No vehicles, either personal or commercial, of an overall height of eight (8) feet shall be permitted. All vehicles, both personal and commercial, may not have more than a total of two (2)

axes. For purposed herein, a commercial vehicle is defined as any vehicle used for commercial/business purposes bearing the insignia or logo of any commercial business or entity, which is located and/or affixed upon the exterior of the vehicle.

Parking on or within vacant lots or common areas is strictly prohibited. (Added by amendment of 2013 for which there had not been a section and added more clarification as to the intent of the amendment with a change in the hours allowed to park on the street)

23. DETENTION AREAS: There exists in the said Subdivision a detention pond which is for the exclusive purpose of drainage retention. The detention pond is not for swimming or boating. The detention pond and common areas surrounding it shall be maintained by the Homeowners Association as set forth in Paragraph 30 hereof. (Deleted "or other recreational purposes" since that technically did not allow fishing in the pond and changed it to specifically prohibit boating.)

24. EASEMENTS: All easements shown on the recorded plat of the Subdivision are hereby adopted as a part of these restrictions and all lots in the Subdivision shall be subject to such easements. (Deleted a long paragraph that talked about the responsibilities of the then owner of the Subdivision who developed the Subdivision and what rights he reserved while it was under Development.)

25. SWIMMING POOLS: Above-ground pools with permanent structure are not permitted. Above-ground swimming pools are limited to the back yard only and cannot be visible from a neighbor's yard.

26. AMENDMENT OR MODIFICATION OF RESTRICTIONS: Any or all of the restrictions or requirements set forth in this Declaration may be annulled, amended, or modified at any time by an instrument executed by the owners of not less than seventy-five percent (75%) of the lots in said subdivision, which said instrument shall acknowledge by each such owner signing same in person or by vote of e-mail and shall be filed for record in the office of the Judge of Probate of Baldwin County, Alabama, PROVIDED, that no amendments shall place an additional burden or restriction or requirement on any lot in the Subdivision the owner of which does not join in said instrument. (Added to bring the HOA into the 21st century age of electronics)

PROVIDED FURTHER, that the provisions of these restrictions concerning provision, effectuation, and enforcement of storm water detention area requirements of the City of Daphne and the County of Baldwin, wherein the Austin Bridges Homeowners Association is charged with the duty of maintaining the detention area for storm water drainage, shall not be amended, modified, changed or annulled, but shall remain in perpetuity.

27. TERM: The herein stated restrictions shall run with the land and shall be binding on all lot owners or upon all parties and persons claiming under or through them, each of whom shall by virtue of his acceptance or acquisition of title or interest, accept and agree to be bound by and to abide by all terms and provisions of this instrument, all of which shall be and remain in full force and effect until January 1, 2025. After that date, said restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenant in whole or part.

28. VIOLATIONS: Any violation of these covenants shall not act as a cloud upon the title of the property and title shall not be forfeited as a result of such violation.

29. ENFORCEMENT: If any person or persons violates or attempts to violate any of the restrictions contained herein, any member of the Austin Bridges Homeowners Association Board of Directors or any party owning any real property in the Subdivision may prosecute at law or in equity the person or persons violating or attempting to violate such restriction to prevent said person or persons from violating or attempting to violate such restrictions or to recover damages for such violation.

30. SEVERABILITY: Invalidation of any one of these restrictions by judgment or court order shall in no way affect the other provisions, which shall be and remain in full force and effect.

31. HOMEOWNERS' ASSOCIATION: The Austin Bridges Homeowners Association, Inc. shall, among other things, hold title to and be responsible for the maintenance of any decorative fences, street islands, entrances, detention pond and other common areas within the boundaries of the Subdivision. Among the purposes of the Association shall be the establishment of rules and policies with respect to the use and maintenance of all the common areas.

The Association shall be responsible for maintaining all streets in the subdivision and all utilities serving the Subdivision to the extent that the same are not maintained by the County or unit of local government in which the Subdivision is located, or, in the case of utilities, by the public utility company or cooperative furnishing such utilities, including, without limitation, all utility trench maintenance, settling and washouts, street lights and supporting structures.

All of the owners of lots within the Subdivision must be Members of the Association. Each lot owner, by acceptance of a deed to such lot, whether or not it shall be so expressed in such deed, shall automatically become a Member of the Association and shall be deemed to covenant and agree to pay the Association the following:

- a. Annual general assessments as herein described; and
- b. Special assessments for capital improvements, repairs, or other expenses which exceed the annual general assessment as described; and
- c. All such assessments together with interest thereon and the cost of collection thereof, including a reasonable attorney's fees as hereinafter provided, when a lien is placed on the lot.

Each lot owner will have one (1) vote. The Association will elect a Board of Directors. Board terms will be for three (3) years with a staggered term so that no more than one-third (1/3) of the Board is elected each year with the exception of vacancies. The minimum size of the Board will be three (3) Members and the maximum size of the Board shall be nine (9). The President shall vote in the case of a tie.

Each year, the Board shall estimate the cost of the maintenance and operation of common areas, together with such other expenses as it deems necessary for current operations. Such estimate shall be deemed as the annual general assessment, commonly referred to as dues. (Added for clarification) Upon purchase of a lot in the subdivision, the lot owner agrees to pay the annual general assessment. (Deleted the statement "Upon purchase of a lot in the subdivision, the lot owner shall pay the sum of \$125 for maintenance fees for the common area of the subdivision. Any shortfall for the first calendar year will be paid by the Owner" since all lots are now private owned and the Owner-Developer has no control over the Subdivision.)

From time to time, the Association may determine the cost of necessary capital improvements, major repairs and necessary expenses not provided by the annual general assessment. Such costs shall be deemed a special assessment. Upon purchase of a lot in the Subdivision, the lot owner agrees to pay any special assessment.

Each lot of the Subdivision, whether improved or unimproved, shall be assessed its pro rata share of the annual general assessment and any special assessment. (Deleted the part that read "provided, however, Owner and the initial purchaser of a lot (e.g. the entity who purchases from Owner) shall not owe or be assessed any part of the General assessment or any special Assessment for three (3) months from the date of recordation of the plat.") (Added the following) The Board shall set the date each such assessment shall become due. The President of the Board of Directors shall have the discretion to allow for extended payments without a penalty, due to extenuating circumstances, not to exceed two months.

By a vote of two-third (2/3) of the Board of Directors shall affix the annual general assessment, not to exceed a ten (10) percent increase as set forth by the Bylaws and any special assessment within the bounds of the Bylaws . The Board shall set the date each such assessment shall become due and may provide for the collection of the assessments as a single payment or monthly installments for a special assessment of a large amount; (Previously read "in monthly installments" but it was felt the need was for the payment to be made in full as one payment for the proper operation of the Association, as is done now, but gave the leeway for special assessments that could be large. The change of paragraph seven of paragraph above allows for special extenuating circumstances exception) provided, however, that upon default in the payment of any one or more installments, the entire balance of said assessment may, at the option of the Board, in its sole discretion, be accelerated and declared to be due and payable in full.

The lien claim for unpaid assessments and costs shall be effective from and after the time of recording in the Records of the Office of the Judge of Probate, Baldwin County, Alabama. The lien claim will state the lot number, the name of the record owner, the amount due, and the date due. (Reworded and put into two sentences instead of one for easier understanding) Such claim of lien shall include only sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Association.

Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to any lien for taxes, the lien

of any mortgage of record, and any other lien recorded prior to the time of recording of the claim of lien filed by the Association.

Upon voluntary conveyance of a lot, the grantor and grantee of such lot shall be jointly and severally liable to the Association for all unpaid assessments accrued up to the date of conveyance, without prejudice to the right of the grantee to recover from the grantor any such amounts.

Any lot owner, prospective purchaser of a lot, or holder of a mortgage or other lien on any lot may, at any time obtain from the Association a certificate or e-mail showing the amount of unpaid assessments pertaining to such lot. The Association shall provide such certification via postal mail or e-mail within ten (10) days after the request is made. *(Added to bring the HOA into the 21st century age of electronics.)*

Any person, other than the lot owner at the time of issuance of any such certification, may rely upon the certification, and such person's liability for unpaid assessments shall be limited to the amounts set forth in the certification.

Any entity, its successors and assigns, obtaining title to a lot as a result of foreclosure of a first mortgage or vendor's lien shall not be liable for assessments which became due prior to the foreclosure. Such unpaid share of assessments shall be deemed an expense to the Association to be collected as part of future special assessments.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a percentage rate established by resolution of the Board of Directors with notice of such rate to be given to each lot owner in a manner to be designated by the Board. A late fee of twenty-five percent (25%) of the amount of the assessment will be charged on assessments not paid within sixty (60) days of the due date.

The Association may bring an action against the lot owner personally or may foreclose the lien created by the terms of this document in accordance with the statutory provisions of the laws of the State of Alabama then in effect for the foreclosure of mortgages. Proceeding against the lot owner personally shall not be deemed a waiver of the right to foreclose the lien. No owner may escape liability for assessments provided for herein by the abandonment or transfer of such owner's lot.

IN WITNESS THEREOF, the Austin Bridges Homeowners Association, Incorporated, *(Changed from Colonial Group, L.L.C.)* has caused this instrument to be executed in its name and on its behalf by its Members and Officers thereunto duly authorized on the date set out in the acknowledgment below.

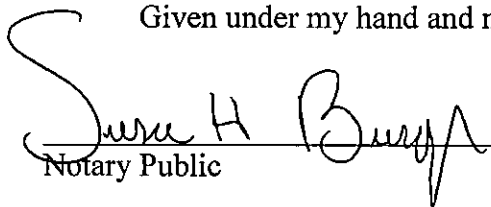
July 13, 2020
Date
Sean Walker
Sean Walker, President

Sue Joy
Sue Joy, Secretary/Treasurer

COUNTY OF BALDWIN
STATE OF ALABAMA

I, the undersigned notary public in and for the state and county, hereby certify Sean Walker, President of the Austin Bridges Homeowners Association, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he executed the same voluntarily for and as the act of the said Association on the day the same bears date.

Given under my hand and notarial seal on this the 13th day of July, 2020.

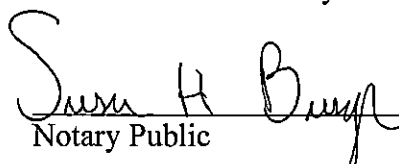


Notary Public

COUNTY OF BALDWIN
STATE OF ALABAMA

I, the undersigned notary public in and for the state and county, hereby certify Sue Joy, Secretary/Treasurer of the Austin Bridges Homeowners Association, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, she executed the same voluntarily for and as the act of the said Association on the day the same bears date.

Given under my hand and notarial seal on this the 13th day of July, 2020.



Notary Public



BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 9/28/2020 8:39 AM
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