

Recorded in above Book and Page

Date: 10/14/2011 at 3:19 PM

Steven E. Blair, Probate Judge

Coffee County, Alabama

AMENDMENT TO RESTRICTIONS FOR  
THE LEGENDS SUBDIVISION

STATE OF ALABAMA

COFFEE COUNTY

In compliance with the requirements of Alabama law and the By-Laws of the The Legends Owner's Association as amended, the undersigned do cause this amendment to be made to the restrictive covenants of The Legends Subdivision.

PART A-PREAMBLE

THIS DECLARATION, made on the date hereinafter set forth by The Legends Owners Association, Inc., by and through its Board of Directors hereinafter sometimes referred to as "Declarant".

WITNESSETH:

WHEREAS, Legends Capital, LLC, an Alabama limited liability company, caused the recording of a Declaration of Covenants, Conditions, and Restrictions For The Legends ("Declaration") related to The Legends Subdivision, a Plat of which is recorded in Plat Book 3, Page 341. Said Declaration is recorded in Official Record Book 477, Page 683, in the Office of the Judge of Probate, Enterprise, Coffee County, Alabama; and

WHEREAS, the Declaration was recorded after the Mortgage executed by Legends Capital, LLC to The Peoples Bank of Coffee County, which said Mortgage was recorded in Official Record Book 408, Page 792, ("Mortgage") in the Office of the Judge of Probate, Enterprise, Coffee County, Alabama; and

WHEREAS, Legends Capital, LLC executed a Warranty Deed in lieu of foreclosure of the Mortgage conveying all of the real estate described therein and owned by Legends Capital, LLC to Troy Bank and Trust Company, as successor by merger to The Peoples

Bank of Coffee County. The Warranty Deed is recorded in Official Record Book 566, Page 26, in the Office of the Judge of Probate, Enterprise, Coffee County, Alabama; and

WHEREAS, as a result of the Warranty Deed, Troy Bank and Trust Company became the owner of all of the property described therein and being more particularly described as follows:

**One lot or parcel of land in the City of Enterprise, Coffee County, Alabama as surveyed by Enterprise Surveying, LLC, as per plat dated April 13, 2006, Job No. 06052 and being more particularly described as follows:**  
Commencing at a concrete monument found (CMF) marking the Southwest corner of the NW 1/4 of the NW 1/4 of Section 3, T4N, R22E; thence S 89° 05' 55" E for a distance of 1,459.28 feet of an IPF (½" rebar, cap #19258); thence N 01° 21' 56" W for a distance of 442.29 feet to an IPF and the POINT OF BEGINNING; thence N 01° 27' 27" W for a distance of 858.09 feet to an IPF (disturbed); thence N 87° 45' 41" E for a distance of 705.08 feet to an IPS; thence N 89° 25' 27" E for a distance of 253.56 feet to an IPS; thence N 89° 42' 47" E for a distance of 349.98 feet to an IPF; (5/8" rebar, no cap) on the West R/W line of Alabama Highway #27, (80' R/W); thence along said R/W line, S 05° 20' 39" W for a distance of 527.07 feet to an IPF (½" rebar, cap #19258); thence continue along said R/W line, S 05° 20' 41" W for a distance of 164.65 feet to an IPF (½" rebar, cap #19258); thence continue along said R/W line, along a curve to the right having a radius of 1,179.23 feet and an arc length of 160.70 feet with a chord bearing and distance of S 09° 33' 49" W, 160.58 feet to an IPF (½" rebar, cap #19258); thence leaving said R/W line, S 87° 57' 28" W for a distance of 1,197.11 feet to the POINT OF BEGINNING. Said land is located in the NE 1/4 of the NW 1/4 of Section 3, T4N, R22E, and contains 24.74 acres, more or less.

**Subject to a Right of Way Easement as recorded in OR Book 263, Page 78, Office of the Judge of Probate, Enterprise, Coffee County, Alabama.**

**One lot or parcel of land in the City of Enterprise, Coffee County, Alabama, as surveyed by Enterprise Surveying LLC, as per plat dated April 13, 2006, Job No. 06052, and being more particularly described as follows:**  
BEGINNING at a concrete monument found (CMF) marking the Southwest corner of the NW 1/4 of the NW 1/4 of Section 3, T4N, R22E; thence N00° 58' 19" E for a distance of 1,283.40 feet to a CMF; thence N 89° 27' 29" W for a distance of 1,304.24 feet to an iron pin (IPF) (½" rebar, cap #CA0717-LS); thence N00° 36' 54" E for a distance of 485.89 feet to a CMF; thence N57° 00' 30" E for a distance of 1,565.05 feet to a CMF; thence N 33° 12' 07" W for a distance of 2,837.25 feet to an IPF (no cap); thence N 75° 53' 06" E for a distance of 180.04 feet to an IPF (no cap); thence N 33° 16' 34" W for a

**Subject to a Right of way Easement to CenturyTel of Alabama, LLC as recorded in OR Book 263, Page 78, Office of the Judge of Probate, Enterprise, Coffee County, Alabama.**

**Subject to Easements as recorded in OR Book 405, Pages 58 and 59, Office of the Judge of Probate, Enterprise, Coffee County, Alabama.**

**Subject to any sewer, utility, sign, detention pond or drainage easements as shown on plat record in Plat Book 3, Page 341, Office of the Judge of Probate, Enterprise, Coffee County, Alabama.**

**Subject to all easements, restrictions, right-of-way, mineral and mining rights and other matters which exist as a matter of record or exist defacto.**

**This deed is given from the Grantor to the Grantee in lieu of foreclosure of that certain mortgage dated May 21, 2007, and recorded in the Office of the Judge of Probate, Enterprise, Coffee County, Alabama in OR Book 408, Page 792.**

**The Peoples Bank of Coffee County and Troy Bank and Trust Company merged and Troy Bank and Trust Company is the successor by merger.**

WHEREAS, it is the intent of Troy Bank and Trust Company that the Declaration shall remain in full force and effect as provided in the Declaration as recorded subject, however, to the Amendments as provided herein.

NOW, THEREFORE, Troy Bank and Trust Company declares that all of the properties described above shall be held, sold, and conveyed subject to the Declaration and the terms of this Amendment, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any rights, title or interest therein, and their heirs, successors and assigns.

#### **PART B – AREA OF APPLICATIONS**

**B-1: Fully Protected Residential Area: These covenants in their entirety shall apply to the entire subdivision.**

PART C- RESIDENTIAL AREA COVENANTS:

C-1 Land Use and Building Type: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height. Any owner of two (2) adjoining lots shall be permitted to construct a single family dwelling upon said lot(s) and shall not be in violation of any restriction contained within this section. For structures other than main building, refer to C-2.

C-2 Architectural Control: No main building, storage building, cabana, swimming pool, fence, wall, or any other structure shall be erected, placed or altered on any lot in the subdivision until the plans, material specifications and plot plan showing the location and design of such buildings or structures have been expressly approved as to conformity and harmony of external design and location with existing structures in the subdivision and as to location of the buildings or other structures in respect to topography and finished ground elevation by the Architectural Control committee. All pools must install drainage pipes to the road. Approved shall be as provided below.

C-3 Code: All structures shall be built in conformance with locally recognized Building, Electrical, Plumbing and Health Codes.

C-4 Size and Quality: It is the intention and purpose of the covenants to assure that all the dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded. Square footage is addressed in The Legends Design Guidelines. All plans will be subject to Architectural Control Review.

C-5 Building Location: Building locations shall conform to the set-backs established on the all recorded plats, The Legends Subdivision.

C-6 Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Easements shall be reserved as to each individual lot for installations and of utilities and drainage facilities. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for building. A right of pedestrian access by way of driveway or open lawn area shall be granted on each lot from the front lot line to the

rear lot line, to any utility company having an installation in the easement.

C-7 Water Supply: No individual water-supply system shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of both state and local public health authorities. Approval of such systems installed shall be obtained from such authority.

C-8 Sewage Disposal: No individual sewage-disposal system shall be permitted on any lot unless such system is designated, located, and constructed in accordance with the requirements, standards, and recommendations of both state and local health Public authorities. Approval of such system as installed shall be obtained from such authority.

C-9 Driveways: Each driveway shall be of formed and poured concrete and must meet the geometry and detail specifications of the engineering drawings of the streets. Textured driveways are allowed as long as they match the material of the home and are of a natural color (example brick, stone).

C-10 Nuisance: No noxious or offensive activities shall be carried on upon lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

C-11 Temporary Buildings: No building material or temporary building of any kind or character shall be placed on the property until the owner is ready to commence improvements, and then such material or temporary building shall be placed within the property line of the lot or parcel of land upon which the improvements are to be erected and shall not be placed in the streets or between the street and the property lines; and any such temporary building or structure of any kind shall not be used for other than construction purposes; and expressly, such temporary structure or building shall not be used for residential or sales office purposes either during construction or thereafter, and shall be removed immediately upon completion of construction or within one year after such material or temporary building was placed thereon, whichever is sooner.

C-12 Signs: No commercial sign shall be displayed to the public view on any lot except one professional sign of not more than three square feet advertising the property for sale or rent (except during the construction period). Signage for any other use than for sale or rent may be subject to approval by the ACC.

C-13 Walls and Fencing: No fence or wall shall be erected or placed upon any lot unless the same shall be constructed of wood, masonry, wrought iron, cast iron, cast aluminum; and the design, construction and location of such fence or wall shall be expressly approved by the Architectural Control Committee. Horizontal rails which support vertical planks of the fence shall be placed on the inside of the owner's property.

C-14 Storage Buildings: No storage building shall be erected or placed upon any lot unless the same shall be constructed with the same kinds of materials and workmanship as used in the main dwelling; and the design, construction, and location of such building shall be expressly approved by the Architectural Control Committee. The pitch of the roof of any storage building shall be either the same as that of the dwelling located thereon, or no less than a 7/12 pitch.

C-15 Satellite Dishes, Antennas, and Playground Equipment: No towers, conductors, converters, satellite dishes, or other facilities or equipment for the reception of audio or video broadcasts directly from satellites or otherwise shall be maintained on any lot unless the same shall be located directly behind the main dwelling and the structure not to exceed eight feet tall. The design, construction, and location of such shall be approved by the Architectural Control Committee prior to installation. All mobile basketball goals shall be stored at the top of the driveway nearest the main dwelling or behind the home. All trampolines and swing sets shall be used and stored behind the main dwelling as not to be seen from street view.

C-16 Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

C-17 Business: There is to be no business of whatsoever nature conducted on any residential property, including the rendering of personal services on the premises.

C-18 Property Maintenance, Landscaping and Accumulation of Refuse: All dwellings, structures, landscaping, and other improvements upon individual lots shall be continuously maintained by the owner thereof so as to preserve a well-kept appearance, especially along the perimeters of any lot, including, but not limited to, vacant lots. All lots must be kept neat, clean, orderly, free of debris and litter, mowed, and/or trimmed.

Initial landscaping, including grassing, planting of shrubs, trees, flowers and other aesthetic features as described in the architectural guidelines of the Association, shall be completed within one (1) month from the completion of the main dwelling of any residence. Each member/owner of new construction shall install a suitable underground sprinkler system for their lot(s) as part of construction.

No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of a lot, and no refuse pile or unsightly object shall be allowed to be placed or suffered to remain upon any part of a lot, including, but not limited, to any undeveloped lot. Owners will be required to keep undeveloped lots safe, neat, clean, orderly, free of debris and litter, mowed and/or trimmed within thirty (30) feet of the front line of said lot or parcel and thirty (30) feet of the side line of any corner lot or parcel.

No lumber, metals, bulk materials (except lumber, metals, bulk materials as is usual in the maintenance of a private residence and which must be stored in such a manner so that it cannot be seen from adjacent and surrounding property), refuse or trash shall be kept, stored, or allowed to accumulate on any part of the properties except building materials during the course of construction of any approved structure. Builders must provide dumpsters on the property during the entire construction period. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open on any day that a pickup is to be made at such place on the lot to provide access to persons making such pickup. Garbage containers shall be kept in a clean and sanitary condition and shall be placed behind or screened by shrubbery or other appropriate material so as not to be visible from any roadway or from adjacent and surrounding property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted except during the construction period, or except as specifically approved by the Architectural Control Committee and Local Authorities.

C-19 Sight Distance at Intersection: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway section of a street property line with the edge of a driveway shall be permitted. No trees shall be permitted to remain within such a distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

C-20 Drying of Laundry: No structure or apparatus may be constructed for the outdoor drying of laundry or wash unless such structure or apparatus is enclosed in such a way so that it is not visible to the public or adjoining lot owners from a distance greater than twenty five feet.

C-21 Excavation: No excavation, except such as is necessary for the construction of improvements, shall be permitted.

C-22 Motor Homes, Travel Trailers, Boats, House Trailers, Recreational Vehicles, and Commercial Vehicles: For this purpose all above motor homes, travel trailers, house trailers, and campers will be referred to as recreation vehicles. Recreational vehicles shall not be used as a permanent residence while parked on any lot in the subdivision, nor used as a temporary or permanent residence while parked on the street. Recreation vehicles must be hidden from view of the public or adjoining lot owners. No house trailers shall be permitted to remain within the limits of the subdivision. Boats, boat trailers, horse trailers, campers, golf carts, lawn mowers, all terrain vehicles, or any similar items shall be stored behind dwellings and/or privacy fences.

Commercial Trucks: No commercial truck, vehicle, or equipment shall be permitted to be parked or to be stored in open view on any lot. This prohibition on parking shall not apply to the homeowner's personal-use commercial pickup trucks or to temporary parking of trucks and commercial vehicles used for pickup and delivery.

Remedies for Vehicles and Recreational Equipment Violations Any such vehicle, trailer and/or recreational vehicle parked in violation of these or other regulations and restrictions contained herein or in the rules and regulations now or hereinafter adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) hours.

C-23 Oil and Mining Operations: No oil drilling or oil development operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or any other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-24 Mailboxes: All mailboxes will be cast aluminum or wrought iron and black in color.

C-25 Parking: Parking in Grass areas of home and common areas are not permitted.



C-26 Drainage and Grading:

- (a) Catch basins and drainage areas are for the purpose of natural flow of water only. No improvements, obstructions or debris shall be placed in these areas. No Owner or occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storms sewers, or storm drains.
- (b) Each Owner shall be responsible for maintaining all drainage areas located on its Lot. Required maintenance shall include, but not be limited to maintaining ground cover in drainage areas and removing any accumulated debris from catch basins and drainage areas.
- (c) Each Owner shall be responsible for controlling the natural man-made water flow from its Lot. No Owner shall be entitled to overburden the drainage areas or drainage system within any portion of the Properties with excessive water flow from its Lot. Owners shall be responsible for all remedial acts necessary to cure any unreasonable drainage flows from Lots. Neither the Association nor the Declarant bears any responsibility for remedial actions to any Lot.
- (d) Use of any areas designated as "drainage easement areas" on any recorded subdivision plat of the Properties, shall be subject to strict prohibitions against encroachment of structures into, over or across the drainage easement areas, and the right of the Declarant to enter upon and maintain the drainage easement areas. Such maintenance activities may include disturbance of landscaping pursuant to the terms contained in any declaration of easements, notwithstanding approval of the landscaping as set forth in Article 9.
- (e) No person shall alter the grading of any Lot without prior approval pursuant to Article 9 of this Declaration. The Declarant hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow. The exercise of such an easement shall not materially diminish the value of or unreasonable interfere with the use of any Lot without the Owner's consent.
- (f) All Persons shall comply with any and all applicable erosion control ordinances and regulations in construction of improvements on any Lot and in conducting any activity within non-disturbance buffer zones.

C-27 Wetlands: All areas designated on a recorded plat as "wetlands" shall be generally left in a natural state, and any proposed alteration of the wetlands must be in

accordance with any restrictions or covenants recorded against such property and be approved by all appropriate regulatory bodies. Prior to any alteration of a Lot, the Owner shall determine if any portion thereof meets the requirements for designation as a regulatory wetland. Notwithstanding anything contained in this Section, the Declarant, the Association, and the successors, assigns, affiliates and designees of each may conduct such activities as have been or may be permitted by the U.S. Army Corps of Engineers or any successors thereof responsible for the regulation of wetlands.

#### PART D – ARCHITECTURAL CONTROL COMMITTEE

D-1 Membership: The Architectural Control Committee is established and composed of at least three (3) members as appointed by the Declarant of The Legends. The Committee should include one builder and one homeowner.

D-2 Procedure: All requests for approval shall be submitted in writing to the committee prior to any construction. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after related covenants shall be deemed to have been fully complied with.

D-3 Term: The powers and duties of the members of the Architectural Control Committee shall cease on or after June 1, 2033. Thereafter the approval described in these covenants is executed by the then recorded owners of a majority of lots in the particular village and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised and given herein to the Architectural Control Committee.

D-4 Setbacks: The Architectural Control Committee Shall have the authority to waive any of the above minimum set back lines on any lots at their discretion in order to improve the general appearance.

#### PART E- GENERAL PROVISION:

E-1 Terms of Restrictions: These covenants and restrictions are to run with the land, and shall be part of all deeds and contracts or conveyance of any and all lots in this

subdivision, and shall be binding on all parties and all persons claiming under them until June 1, 2033, at which time said covenants and restrictions shall terminate. They shall be automatically extended for additional successive periods of ten years unless by written and recorded agreement of a majority of the recorded owners as of June 1, 2033, or on each tenth year anniversary thereafter, it is determined that they shall not longer apply.

E-2 Proceeding Against Violators: If any owner, tenant or occupant of this subdivision shall violate or attempt to violate any of these covenants and restrictions while in force and effect, it shall be lawful for any other person or persons having any ownership interest in any lot in the subdivision to prosecute any proceedings at law or in equity against any person violating or attempting to violate such covenants and restrictions and either to prevent them from doing so or to recover damages for such violations. In addition or alternatively thereto, the Homeowner's Association then in existence shall have the right to cause a lien to be placed against a lot owner's property for an assessment for violation of these covenants. In no event and under no circumstances shall a violator of any Covenant or restriction herein contain work for a forfeiture of riveter to title. What does that last phrase mean?

E-3 Invalidation of any Covenants: Invalidation of any of these covenants or restrictions by judgment, or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

E-4 Attorney Fees and Court Costs:

If the party attempting to enforce these restrictions shall prevail in any proceeding at a law or at equity, such party shall be entitled to recover reasonable attorney fees and court costs, which will be assessed against the party which is found to be in violation of such restrictions.

E-5 Abatement or Removal of Violations: Violations of any restrictions or covenant, except such violations as have been waived by failure to take action as provided in paragraph 2 herein shall give The Legends, a general partnership pertinent, or its duly designated representative, the right to enter upon the property where such violations exist and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not to be deemed as trespass.

PART F: ESTABLISHMENT of HOMEOWNER'S ASSOCIATION; MEMBERSHIP AND VOTING RIGHTS

F-1 Declarant, its successors or assigns may cause to be organized a non-profit home owner's association corporation, or to re-organize an existing non-profit home owner's association corporation, of property owners to provide an effective means to obtain an adherence to these protective covenants and as a device for maintaining the character and long range value of this development. If such a corporation is started, the Architectural Control Committee and/or Declarant, its successors or assigns may transfer some or all of its duties hereunder to such corporation.

F-2 Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

PART G- COVENANT FOR MAINTENANCE ASSESSMENTS

G-1 Personal Obligations, Assessments and Creation of Liens The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deemed to covenant and agree to pay to the Association:

(1) Annual assessments or charges, and

(2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interests, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

G-2 Purpose of Assessments The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the common areas and traffic islands within the street rights-of-way.

G-3 Annual Assessment At least 30 days before the beginning of each calendar year, the Board of Directors shall prepare a budget covering the estimated Common Expenses for the coming year, including a capital contribution to establish a reserve fund in accordance with a budget separately prepared as provided herein. The base assessment shall be levied equally against all lots and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including a six-month reserve. The maximum annual assessment may be increased each year by no more than \$10 per month above the preceding year's assessment. Amounts greater than this must be approved by a vote of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

G-4 Special Assessments for Capital Improvements In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repairs or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

G-5

## Uniform Rate of Assessment

Annual and special assessments must be fixed at a uniform rate for all Lots and beginning in Calendar year 2011, may be paid on a quarterly, semiannual, or annual basis. Dues must be paid in advance and are considered delinquent when 30 days or more in arrears. In Calendar year 2011 dues will be collected on an annual basis and will be considered delinquent after March 1 of each calendar year.

**G-6 Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following notice from the Board of Directors. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association setting forth whether the charge, furnish a certificate signed by an office of the Association setting forth whether the assessments on a specified lot have been paid. A properly execute certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

**G-7 Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of six percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclosure the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The Association, or any property owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**G-8 Subordination of the Lien to Mortgages** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of

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## PART H-OTHER PROVISIONS

### **H-1 Enforcement**

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The Directors of the association are authorized to assess monetary fines and penalties against any owner and/or lot found by the covenant enforcement committee to be in violation of any restriction contained herein. Any said fine and/or penalty must be approved by a majority vote of the directors of the association. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**H-2 Severability** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**H-3** These covenants may be amended by a vote of a minimum of sixty percent (60%) of the members of ownership in the Association and with the consent of Troy Bank and Trust Company, Troy, Alabama. The consent of Troy Bank and Trust Company will be required only for so long as it owns any part or portion of the real estate conveyed to it from Legends Capital, LLC as identified herein.

**H-4** The Common Areas of the subdivision shall remain as platted

By: Judy Pass  
Homeowner's Association President

STATE OF ALABAMA

COFFEE COUNTY

I, the undersigned authority in and for said County and State, hereby certify that Judy Pass named representative of The Legends Home Owner's Association who is known to me, acknowledged before me on this date, that being informed of the contents of said instrument they are signing with full authority, executed the same voluntarily for and as the act of said Home Owner's Association.

Given under my hand and seal this the 19<sup>th</sup> day of Sept 2011.

Amy Moore

Notary Public

My Commission Expires: \_\_\_\_\_

AMY MOORE  
Notary Public, Alabama State At Large  
My Commission Expires Dec. 16, 2013



Office 575 900

Done this the 14<sup>th</sup> day of October 2011.

The Legends Owners - and Homeowner's Association President

By: Jeff Kervin  
Representative Troy Bank and Trust

STATE OF ALABAMA

PIKE COUNTY

I, the undersigned authority in and for said County and State, hereby certify that Jeff Kervin named representative of Troy Bank and Trust and who are known to me, acknowledged before me on this date, that being informed of the contents of said instrument they are such directors and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this the 14<sup>th</sup> day of October 2011.

Dedra Gattlin Cahley

Notary Public

My Commission Expires: \_\_\_\_\_

DEBRA GATLIN CAHLEY  
Notary Public - AL State at Large  
My Comm Expires Oct. 9 2013

Spec - 20.00  
A.C. - 24.00  
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44.00