

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF TARTAN PINES SUBDIVISION

This Amendment to Declaration of Covenants, Conditions, and Restrictions is made this ____ day of _____ 2023, by the Tartan Pines Owners Association, Inc.

Whereas, the Tartan Pines Owners Association, Inc. desires to amend those previously recorded Declaration of Covenants applying to Tartan Pines Subdivision and Golf Community, recorded in Official Record Book 130, Pages 563 through 619, and further amended in Official Record Book 167, Pages 754 and 755 in the Office of the Judge of Probate, Enterprise, Alabama, and desires to amend those articles, to be resolved as follows:

1. Whereas, Declarant has transferred ownership of certain real property in the Tartan Pines Subdivision, in the City of Enterprise, Coffee County, Alabama, which is referenced on page two the Declaration of Covenants, Conditions and Restrictions of Tartan Pines Subdivision, and is more particularly described in Exhibit A, attached hereto, and incorporated herein by reference to EGC Investments, LLC. Through transference, all common areas are under the ownership, control, service, and maintenance of EGC Investments, LLC.

1. Whereas, Declarant has transferred ownership of certain real property in the Tartan Pines Subdivision, in the City of Enterprise, Coffee County, Alabama, which is referenced on page two the Declaration of Covenants, Conditions and Restrictions of Tartan Pines Subdivision, and is more particularly described in Exhibit A, attached hereto, and incorporated that the Golf Course and all related property and facilities are not governed by the provisions

of this declaration except for the rights granted to the Golf Club and no owner or occupant shall have any rights in and to the Golf Club.

2. Article IV, Section 2, Method of Architectural Control, the last sentence is amended to read: "Every member and/or owner shall only pay a fee if any costs associated are a result of a necessary third-party review, if required by the AC."
3. Article IV, Section 3, Architectural Control Membership Appointment and Removal, third sentence is amended to read: "The Architectural Committee shall consist of five (5) members, appointed by the Board of Directors: one member of the Board; at least two of the remaining three members are required to be homeowners/owners; and the last member is an optional, outside member with architectural and/or contracting knowledge."
4. Article IV, Section 5, Powers and Duties (e) is deleted in its entirety.
5. Article V, Section 2, Limitation on Size and Location of Structures, II(a): III(a); IV(a); V(a); and VI(a): delete last sentence "Notwithstanding anything to the contrary herein, the Declarant shall be permitted to construct facilities designed for and used as a sales center for the marketing of lots."
6. Article V, Section 3, Exterior Lighting, is amended to read: "Lighting shall be in keeping with the general design and structure of the building and aesthetics of the neighborhood."
7. Article V, Section 14 and Amendment, Garages, is amended to add: "and when resident is performing work on or around their home."
8. Article V, Section 17, Satellite Dishes, is amended to read: "Homeowner shall work with the Architectural Committee for placement and screening of satellite dishes."
9. Article V, Section 19, Recreational Vehicles, is amended to read "from 24 hours to 72 hours" and the word "carport" is deleted.
10. Article V, Section 20, Commercial Trucks, is amended to add: "Exceptions may be approved by the Board of Directors."

11. Article V, Section 25, Transmission Equipment, is amended to add:
"Exceptions may be approved by the Board of Directors."
12. Article VII, Section 2, Voting Rights: Expired - "definition of Class A and Class B membership has expired."
13. Article IX, Section 1; Purpose of Assessments, (B), is amended to read: "may be approved by two-thirds, 2/3, of the members."
14. Article XII, No Security, is amended to add: "The Board of Directors has authority and may adopt security measures for the community, with due cause and proper notification to the members in a timely manner."
15. Article XVI, Litigation, is amended to read: "No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of two-thirds of the Members."

ALL OTHER COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF TARTAN PINES SUBDIVISION REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Tartan Pines Owners Association, Inc.

By: Its President

Tartan Pines Owners Association, Inc.

Violations and Fine Schedule

1. No improvements or structures of any kind, including buildings, fences, walls, signs, site paving, grading, landscaping, overhead wires, lighting, pool, screen enclosures, shall be commenced, erected, placed, or maintained until approved in writing by the Architectural Control Committee, unless it is a like repair to replacement to an existing improvement or structure (I.E. replace old wood fence with similar wood fence; replace old roof with similar roof in color, design and product, etc. If you are doing a replacement project, out of courtesy, please notify the Board of the project and when

the work will be scheduled.) Fine: homeowner will be issued a letter to halt all work immediately, until the project is approved in writing by the Architectural Control Committee. Failure to halt work immediately will result in a \$200 fine. If homeowner continues to work on the project after the fine has been assessed for three or more days, an additional fine of \$50 per day will be charged. This section also applies to contractors for new construction and major exterior remodeling.

2. All lots shall be used for single family residential purposes exclusively. Fine: homeowner will be issued a letter to correct violation within 14 days, after which a \$50 per day fine will be assessed until corrected. Board will have the option at any time thereafter of filing a lien on the property if they think the fines are ineffective.
3. No structures of a temporary nature, including trailers and tents, shall be allowed or used at any time as a residence. No tree houses will be permitted. Fine: homeowner will be issued a letter to remove the structure within 10 days; thereafter a fine of \$50 per day will be assessed until corrected. Board will have the option at any time thereafter of filing a lien on the property if they think the fines are ineffective.
4. No business or business activity shall be carried on, in, or upon any residence without written approval from the Board of Directors. Fine: homeowner will be issued a letter to cease and desist all business activity immediately and a proper application will need to be submitted to the Board for consideration. Failure to cease and desist will result in being assessed a daily fine of \$50 until resolved. Board will have the option at any time thereafter of filing a lien on the property if they think the fines are ineffective.
5. All approved structures and improvements on individual lots, to include mailboxes, shall be continuously maintained by the owners to, so as to preserve a well kept appearance. Fines: homeowner will be issued a letter identifying the area of concern and will be given 10 days to resolve; thereafter a fine of \$50 per day will be assessed until corrected; thereafter, the Board will have the option of hiring a contractor to do the

work and bill the homeowner and/or place a lien on the property, to include costs of contractor and the daily fines accrued.

6. Yards must be kept appropriately mowed and edged; grass must be reasonably free of weeds; plants, trees, shrubs flowers must be healthy and present a well-kept appearance. No underbrush or other unsightly growth shall be permitted to grow. No tress should be removed without the consent of the Architectural Control Committee, except for diseased or dead trees; trees needing to be removed to promote growth of other trees; or trees needing to be removed for safety reasons. Fine: homeowner will be issued a letter identifying the area of concern and will be given 10 days to resolve; thereafter, a fine of \$50 per day will be assessed until corrected; thereafter, the Board will have the option of hiring a contractor to do the work and bill the homeowner and/or place a lien on the property, to include costs of contractor and the daily fines accrued.
7. Vacant lots must be kept neat, clean, orderly, free of debris and litter, mowed or trimmed thirty feet from the sidewalk or curb. Fine: homeowner will be issued a letter identifying the area of concern and will be given 10 days to resolve; thereafter, a fine of \$50 per day will be assessed until corrected; thereafter, the Board will have the option at any time thereafter of hiring a contractor to do the work and bill the homeowner and/or place a lien on the property, to include costs of contractor and the daily fines accrued.
8. Garbage containers shall be in a clean and sanitary condition and shall be placed or screened so not to be visible from any road, adjacent or surrounding property owner. Garbage containers should be placed at the street on collection days and removed from the street in a reasonable amount of time. Fine: homeowner will be issued a first and only warning letter after the garbage can has been on the street for 24 hours; thereafter, \$10 per day fine will be assessed if the homeowner did not notify the Board that they would be out of town. Courtesy phone call, email, or letter will be provided to homeowner on or before the day the fines

commence. In cases where the garbage can is not properly screened, homeowner will be issued a letter and will be given 10 days to resolve; thereafter, a fine of \$10 per day will be assessed until corrected. The Board will have the option at any time thereafter to place a lien on the property for unpaid fines.

9. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. Outdoor fireplaces are permitted when reasonably placed and with approval from the Architectural Control Committee. Fine: homeowner will be issued a letter; if offense is repeated, fines will be assessed, starting at \$100 and increasing \$100 with each additional offense. The Board will have the option at any time thereafter to place a lien on the property for unpaid fines.
10. Signs must be approved by the Architectural Control Committee, to include length of time the sign may be placed on the lot. Fine: homeowner will be issued a letter to remove the sign immediately; if the sign is not removed within 3 days, or if an additional offense occurs, a fine of \$25 per day will be assessed. The Board will have the option at any time thereafter to place a lien on the property for unpaid fines.
11. There shall be no parking on the street except for short term social events. Fine: homeowner will be issued a letter stating that parking in the street (exceeding 48 consecutive hours without moving the vehicle) is a violation of the CCR's. In the event that the resident does not reposition the vehicle after 78 hours, a fine of \$25 per day will be assessed. The Board may waive this violation and fine if it deems that street parking is necessary for guests. The Board will have the option at any time thereafter to place a lien on the property for unpaid fines.
12. No commercial vehicles, trucks, or equipment, or recreational vehicles, including but not limited to, boats, boat trailers, house trailers, campers, or motor homes, jet skis, or similar items shall be stored on or at any lot or driveway for a period of time in excess of seventy-two (72) hours unless housed in the garage. Fine: homeowner will be issued a letter of violation

and final warning; additional violations will be fined \$25 per day until resolved. The Board will have the option at any time thereafter to place a lien on the property for unpaid fines.

13. No maintenance or repairs shall be performed on any vehicle upon any portion of the property, unless performed in the garage, except in an emergency situation, providing all repairs are completed within four (4) hours. Fine: homeowner will be issued a letter of violation and final warning; thereafter, fines will be assessed at \$25 per day. The Board will have the option at any time thereafter to place a lien on the property for unpaid fines.
14. No clothing or other household fabrics shall be hung in the open on any lot or property unless the same is not visible from any adjoining property or public view. Fine: homeowner will be issued a letter of violation and final warning; thereafter, fines will be assessed at \$25 per day. The Board will have the option at any time thereafter to place a lien on the property for unpaid fines.
15. Mailboxes must be the size, design and placement approved by the Architectural Control Committee. Mailboxes must be maintained in good condition, including fresh paint and new numbers, when applicable. Fine: homeowner will be issued a letter of violation and final warning; thereafter, fines will be assessed at \$25 per day. The Board will have the option at any time thereafter to place a lien on the property for unpaid fines.
16. No television, radio antennas, ham radios or transmission equipment shall be permitted or operated on any lot. Homeowners should work with the Architectural Committee regarding placement and screening of satellite dishes. Fine: homeowner will be issued a letter of violation and final warning; thereafter, fines will be assessed at \$25 per day. The Board will have the option at any time thereafter to place a lien on the property for unpaid fines.

Note: Letter may be issued by the Board via USPS (regular or certified mail) or by posting the letter to the homeowner's door; *or* by emailing the letter to the

homeowners official email address on record with the HOA. If the Board imposes a fine, because the violation has not been resolved, a letter will be sent to the homeowner informing them that fines are now imposed.