

STATE OF ALABAMA
COUNTY OF MOBILE

97014872

DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
WYNNFIELD, UNIT ONE

THIS DECLARATION MADE THIS 28th day of February, 1997, by WYNNFIELD DEVELOPMENT, L.L.C., an Alabama limited liability company, hereinafter referred to as "Developer".

: RECITALS :

WHEREAS, Developer is the Owner of the real property described in Article II of this Declaration and desires to create thereon a residential community with permanent open spaces and certain common areas for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community, and for the maintenance of said open spaces and other common areas; and to this end desires to subject the property described in Article II to the Covenants, Conditions, Restrictions, Easements, Charges and Liens hereinafter set forth, each and all of which is and are for the benefit of the herein described property and for each Owner thereof; and

WHEREAS, Developer has incorporated under the laws of the State of Alabama as a non-profit corporation, WYNNFIELD HOMEOWNERS ASSOCIATION, INC. for the purpose of maintaining and administering all community properties (hereinafter defined as "Common Property"), administering and enforcing these covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created.

: WITNESSETH :

NOW, THEREFORE, Developer hereby declares that the real property described in Article II is and shall be held, transferred, sold and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth which shall run with the title to the real property herein described and be binding on all parties, their heirs, successors and assigns, having any right, title or interest in the herein described property or any part thereof.

ARTICLE I

Definitions

The following words when used in this Declaration shall have the following meanings:

- (a) "Committee" shall mean the Architectural Control Committee authorized and created under Article IX of this Declaration.
- (b) "Association" shall mean and refer to Wynfield Homeowners Association, Inc.
- (c) "Owner" shall mean and refer to the record owner, whether one or more persons or entities of fee simple title to any Lot which is a part of the Property, and if said title is split between estates for life, or for years, and remainder, then, the Owner or Owners of the estate having present rights to possession shall be considered the Owner. Notwithstanding any applicable theory of mortgage, the word Owner shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title, whether subject to redemption or not, pursuant to foreclosure or any proceeding in lieu thereof. After any mortgagee, lienholder or purchaser at foreclosure sale acquires title by foreclosure or proceedings in lieu of foreclosure, such mortgagee shall be and become the Owner within the meaning of this Declaration.
- (d) "Property" shall mean and refer to the land described on the subdivision plat of Wynfield, Unit One, as recorded in Map Book 73, page 75 of the records in the office of the Judge of Probate for Mobile County, Alabama; and, to such additional land as may be added in the future as Wynfield, Unit Two, and Wynfield, Unit Three, etc.

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(e) "Common Property" shall mean and refer to those areas of land shown on the recorded plat of the Property not shown as individual Lots but shown as "Common Area", "Detention Area", the entrance areas adjacent to Solite Road, the island located in the center of Wynnfield Boulevard, and, also any property which may be in the future conveyed to the Association.

(f) "Lot" shall mean and refer to any one of the lots described as Lots 1 through and including 32 on the subdivision plat of the Property, and to such additional Lots as may be added to the Property in the future.

(g) "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(h) "Member" shall mean and refer to an Owner, all of whom shall be Members of the Association as hereinafter provided.

(i) "Declaration" shall mean and refer to these Covenants, Conditions, Restrictions and Easements, which shall be applicable to the property.

ARTICLE II

Property Subject to the Declaration

The real property which is and shall be held, transferred, sold and conveyed and occupied subject to this Declaration is located in Mobile County, Alabama, and is described upon that plat of subdivision of Wynnfield, Unit One, as recorded in Map Book 73, page 75, of the records in the Office of the Judge of Probate for Mobile County, Alabama.

ARTICLE III

Future Development

The Developer, its successors and assigns, may develop other property and may as a matter of right, without the consent of the Association or the Lot Owners, convey additional parcels of land so as to be added to the Property. At the time of conveyance to the Association, these properties shall be designated as Common Areas. The Developer shall not be required to follow any predetermined sequence, schedule or order of improvements and development; and it may take, subject to this Declaration, additional lands and develop the same before completing the development of the Lots and Common Areas as shown on the Plat. Any property conveyed by the Developer to the Association may also be subject to additional covenants and restrictions as specifically set forth in the deed of conveyance.

The Developer, its successors and assigns, shall have the right, without further consent of the Association or the Lot owners, to bring within this Declaration any additional property. Such property may be subjected to this Declaration as one parcel or as several smaller parcels at different times. The additions authorized under this subsection shall be made by filing in the Office of the Judge of Probate, Mobile County, Alabama, a supplementary Declaration with respect to the additional property which shall extend the operation and effect of this Declaration to such additional property.

Any supplementary Declaration may contain such additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgement of the Developer, to reflect the different character, if any, of the additional properties.

ARTICLE IV

Property Rights in the Common Property

4.1 Owners Easements. Subject to the provisions of this Declaration, every Owner shall have and is hereby granted a non-exclusive easement of ingress, egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to assess members for maintenance of the Common Property; and other costs of the Association as hereinafter provided.
- (b) The right and easement of use and enjoyment granted in the Common Property may be exercised and enjoyed by all Owners and their guests, invitees and tenants; however, no Owner shall interfere with the rights therein of any other Owner.

4.2 Declaration of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Property to the members of his family, his tenants or contract purchasers who reside upon the Property.

ARTICLE V

Easements

5.1 Easements for Utilities. Developer reserves the right to granted easements, both temporary and permanent, to all public authorities and utility companies in, on, over and under the streets, roads, easements and Common Property shown on the recorded plat of the Property.

5.2 Utility and Drainage Easement. Each Lot is expressly made subject to the servitude of an easement for the installation and maintenance of underground wires and cables to provide electric service, telephone service, natural gas, and television cable service to the improvements of each Lot. The installation of the individual electric underground service shall be pursuant to the Alabama Power Company's rules and regulations on file with the Alabama Public Service Commission relating to underground electric service in subdivisions which rules and regulations are incorporated herein by reference. The agents, servants and employees of the Alabama Power Company shall be afforded reasonable access to such underground installations for the purposes of maintenance and repair. No Lot shall be served with overhead electric service, telephone service or television cable service, and no Lot Owner may erect power poles for such purposes except during period of construction for temporary electrical power; provided, however, that nothing herein shall be construed so as to prohibit overstreet lighting or ornamental yard lighting where serviced by underground wires and cable.

5.3 Public Services. An easement is hereby granted to all police, fire protection, ambulance and other similar person and agencies to enter upon and use as is necessary in the performance of their duties all streets and parking areas within the Property.

5.4 Easements Appearing Upon Recorded Plat. Easements and rights of way are shown on the recorded plat of the Property and the Developer, its successors or assigns, reserves the right to install and maintain utilities, drainage facilities, storm sewers, water detention areas and sanitary sewers in such areas as shown on the recorded plat of the Property. Within these easements, rights of way, or reservations, no planting or other material shall be placed or permitted to remain therein which may damage or interfere with the installation and maintenance of the utilities, drainage facilities, storm sewers, water detention areas, and sanitary sewers. Furthermore, no residences or other structures of any kind shall be built, erected or maintained upon any such easement, right of way, or reservation, and said easements, rights of way, and reservations shall at all times be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing, maintaining or repairing such facilities, as well as to Developer, its successors or assigns, all of which shall have an easement and right of way for ingress and egress to and from any such easement, right of way, or reservation and the right and privilege of doing whatever may be necessary in, under and upon said easement, right of way or reservation for the performance of any of the purposes for which said easements, rights of way, or reservations are reserved or are hereafter reserved.

5.5 Limitation upon Granting Easements. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, communication lines or other utilities may be installed or relocated on said Property except as initially specified, planned and approved by the Developer or thereafter approved by the Developer or the Association's Board of Directors.

ARTICLE VI

Membership and Voting Rights in the Association

6.1 Membership. Every owner of a Lot shall automatically be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot; also, an Owner may not refuse to be a Member of the Association. In addition, it is contemplated that additional Units and Lots will be added to the Property as Wynnfield, Unit Two and Wynnfield, Unit Three; and, therefore, each such additional Lot Owner shall automatically become a Member of the Association without amendment to this Declaration.

6.2 Voting Rights. The Association shall have one (1) class of voting Members. All Owners, including the Developer, shall be Members. Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the one (1) vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot

ARTICLE VII

Covenant for Assessments

7.1 Creation of the Lien and Personal Obligations for Assessments. Each Owner (except the Developer) of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- i) annual assessments or charges to maintain the Common Property and to pay other costs incurred by the Association for the purposes herein defined; and,
- ii) special assessments for capital improvements to the Common Property, repairs or additional expenses which exceed the budgeted amount of the annual assessment, such assessments to be established and collected as hereinafter provided.

The assessments, herein described, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot 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 Lot at the time when the assessment became due.

7.2 Insurance. The Association may, if the Board of Directors determine same to be in the best interest of the Association, obtain liability insurance in the name of the Association with the Association, its officers, directors, agents, servants and employees being the named insured.

7.3 Use/Purpose of Annual Assessment. The annual assessment levied by the Association shall be used exclusively for the maintenance, repair, replacement, beautification, landscaping and costs of operation of the Common Property, insurance (as above described) and, if any: utility changes, property taxes, water fountain, irrigation systems, gaslight fixtures (located within street right-of-way or upon Common Property), Property signage and lighting, street lighting (not maintained by public utility company); and such other expenses related thereto as deemed necessary, such as, for example the expense of clerical assistance incurred in maintaining the records and operations of the Association.

7.4 Special Assessments for Capital Improvements Upon Common Property. In addition to the annual assessments, 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, repair or replacement of a capital improvement upon the Common Property, including fixtures and personal property relating thereto, provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes cast at a meeting of the Members specifically called for such purpose and provided that a quorum of Members is present at such meeting.

7.5 Notice and Quorum for any Action Authorizing Capital Improvements to the Common Property. Written notice of any meeting called for the purpose of taking any action authorizing capital improvements to the Common Property shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast forty percent (40%) of all votes shall constitute a quorum. If the required quorum is not present, one or more subsequent meetings may be called, subject to ten (10) days written notice of each such subsequent meeting; and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the immediately preceding meeting; provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7.6 Rate of Assessment. The assessments herein described shall be fixed at a uniform rate for all Lot Owners; except, however, the Developer shall be exempt from paying annual assessments and special assessments. Until such time as the Board of Directors shall fix and change the amount of the annual assessment, the annual assessment for each Lot owned in the Property shall be in the amount of Two Hundred and 00/100 (\$200.00) Dollars per year and each Owner/Member shall pay the said sum of \$200.00 for each Lot at the closing of the purchase of each such Lot or Lots.

7.7 Date of Commencement of Annual Assessments. The annual maintenance assessments provided for herein shall commence at such time and for such amount as is fixed by the Board of Directors and shall be paid at such time or times as the Board of Directors shall fix and determine. Written notice of the assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and, unless the Board otherwise provides, all annual and or special assessments shall be due, in advance, each year. Each Owner shall commence payment of the yearly assessment(s) to the Association on the day of the closing and purchase of a Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessments on a specified Lot have been paid.

7.8 Effect of Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum.

pp 445 pg 042

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The Association may bring an action at law against the owner personally or may foreclose the lien created by the terms hereof in accordance with the statutes and laws of the State of Alabama then in effect for the foreclosure of real estate mortgages and shall have the right to sell said property at public outcry at the front door of the Courthouse of Mobile County, for cash to the highest bidder, giving notice of the time, place and terms of said sale, together with a description of said property to be sold, by an advertisement published once a week for three (3) consecutive weeks in a newspaper published in said county; to make proper conveyance to the purchaser in the name of the Lot Owner, and the proceeds of said sale to apply first to the payment of the costs of said sale, including a reasonable attorney's fee; second, to the payment of the amount of said assessment, whether due or not, with the unpaid interest thereon to the date of sale, and any amount that may be due the Association by virtue of the special liens herein declared; and, third, the balance, if any, to pay over to the said Lot owner. At any sale under the powers herein stated, the Association may bid for and purchase said property like a stranger thereto, and in the event the Association should become the purchaser at said sale, either the auctioneer conducting the sale or the Association may execute a deed to the Association in the name of the Lot Owner.

Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of each charge as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Lot Owners. The Association, acting on behalf of the Lot Owners shall have the power to bid for an interest foreclosed at a foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Property or abandonment of his Lot. If there be more than one (1) Owner personally liable for any such assessment, this liability shall be joint and several, and the Association, in its sole discretion, may elect to proceed against one, all or less than all of such Owners for recovery of the entire sum due with or without proceeding against any other Owner, but without prejudice to its rights to proceed against such other Owners.

Upon failure to pay an assessment, the Owner/Member agrees to pay all costs of collection including a reasonable attorney's fee.

7.9 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 effect the assessment lien; however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessment as to payments that became due prior to such sale or transfer. No such sale or transfer pursuant to mortgage foreclosure or any proceedings in lieu thereof shall relieve such Lot Owner from liability for any assessments accruing thereafter nor relieve such Lot from the lien of any subsequent assessment.

ARTICLE VIII

Restrictions Upon Use

8.1 Residential Property. All Lots upon the Property shall be used for single family residential purposes only. No duplex, apartment house or condominium may be erected upon any Lot. All buildings and structures erected on any Lot shall be of new construction and no building or structure shall be moved from any other location onto any Lot except for greenhouses and storage sheds which have been approved by the Committee.

8.2 Subdividing. No Lot shall be divided or re-subdivided; however, two (2) or more complete Lots may be combined to form one (1) Lot and/or adjacent Lots, or portions thereof, may be annexed by the adjacent Lot Owner with Committee approval.

8.3 Setback Restrictions. No building, structure, or residence shall be erected, altered, remodeled, reconstructed or added to so as to be located nearer than thirty feet (30') to any right of way of any street located within the Property. Also, no building, structure or residence shall be located nearer than ten feet (10') to any property line boundary of adjoining Lots except with the approval of the Committee (or eight feet (8') to one side Lot line if the residence is no nearer than twelve feet (12') to the other side Lot line, provided that in no event shall a distance from a side Lot line be permitted that violates the City of Mobile Building Code); also, except that there is no minimum side yard set-back requirement for a detached garage or other permitted accessory building located behind the main dwelling if same does not violate the City of Mobile Building Code. Should one building be constructed on two adjacent lots, each building may occupy the adjacent side Lot spaces of the two Lots. All main structures shall face the front Lot line unless otherwise approved in writing by the Committee. All structures must be built within the distance permitted by applicable zoning laws and regulations of the City of Mobile unless a special exception is obtained from the Board of Adjustment and approved by the Committee. Committee approval is required for any structure placed farther back than the setback line herein stated.

8.4 Residential Building Size. The measurement of the enclosed livable area of the residence erected on a Lot shall have a minimum enclosed livable area of 2,200 square feet. For the purpose of computing the required minimum square foot areas, the following definitions and criteria shall govern:

- (a) Enclosed Livable Area. The "enclosed livable area" is defined as that area of the building that is completely enclosed and protected from the weather and intended as the living areas of the residence. Areas protected only by curtains or by screens of any form, or by any combination thereof, shall not be computed as a portion of the enclosed livable area. The square footage area of the enclosed livable area shall be measured between the outside surfaces of the enclosing surfaces of the enclosing walls.
- (b) Covered Porches. None of the square footage of actual usable floor area of any screened and/or open porch, which is covered by the permanent roof of the main structure, shall be included in computing the enclosed livable area.
- (c) Areas not Considered. Neither any carport, garage, deck, patio, storage area below the main floor level or unfinished basement floor or outbuilding, shall be considered in computing the required enclosed livable area.

8.5 Temporary Structures. No temporary structure, trailer (with or without wheels), shack, garage, barn or any such building or outbuilding shall be used at any time on a Lot for a residence or for sleeping purposes, either temporarily or permanently. Provided, however, that during the period of actual construction, but in no event for more than one hundred eighty (180) days, a contractor may locate one (1) mobile trailer upon a Lot upon which a residence is being constructed.

8.6 Natural Drainage. No changes in elevation of the land may be made, nor may any structure be erected, which will substantially interfere with the natural drainage or endanger the lateral support of the adjoining property. Drainage flow shall not be obstructed, nor be diverted, from drainage swells, storm sewers and/or drainage easements as shown on the recorded plat of the Property.

8.7 Roofs. Flat roofs are not allowed except as approved by the Committee. Roof must blend with and reflect the same quality as the main structure. The Committee shall have final approval of roof materials and colors. Minimum roof pitch is 6/12 (6 foot vertical rise for every 12 horizontal feet). Roofing shingles shall be twenty-five (25) year dimensional.

8.8 Landscaping. The Committee shall have the right to require and approve appropriate landscaping for all areas between the front of any residence and the street. Front yards are to be cleared of all underbrush and small trees to give a clear view of home and adjacent homes. Small patches of trees can be left and all large trees are to be left unless approved otherwise by the Committee. Side Lot boundaries in front of structure shall not be defined by planting or fences.

NO TREE MAY BE CUT or removed or Lots cleared until plans and specifications are approved in writing by the Committee and a general landscaping plan has been submitted and approved by said Committee.

8.9 Fences. Fences or hedges shall not be placed nearer to the street than the back of the dwelling, with the exception of fencing or hedges around heating and air conditioning equipment which must be properly screened as described in Section 8.12, below. Type and location of fencing or walls must be approved by the Committee prior to placement upon any portion of any Lot and must be in conformity to the main structure. In no event shall chain link or wire fences be allowed.

8.10 Storage Sheds. No storage sheds, metal buildings or detached structures shall be permitted upon any Lot except with the prior written approval of the Committee. Exterior design of said structures must be in harmony with the main structure.

8.11 Mailboxes. Every Lot Owner shall use a standardized mailbox to be constructed at the Lot Owner's expense. Developer to provide Lot Owner with information concerning the required design and materials to be used for said mailbox.

8.12 Concealment of Equipment. No air-conditioning or heating unit, blower, tower, condenser, water well, garbage can, wood pile, storage pile, or other equipment or apparatus shall be erected, placed, constructed, operated, or permitted to remain on any Lot unless completely concealed from view from any adjacent Lot or street by a hedge planting or other enclosure in conformity with the general architecture of the main structure and approved by the Committee.

All outside radio and T.V. antennas shall be installed in such a way as not to be offensive from any street. Antennas shall be placed on the back side of the chimney where possible, otherwise, they shall be placed

RP 445 P 0044

on the back side of the roof. Any satellite dish must be concealed behind a privacy fence or hedge such that the satellite dish will not be visible from any street or from the adjacent Lots and said satellite dish shall not be located in a front yard.

8.13 Outdoor Lighting. No mercury, vapor lights or other outside lights shall be permitted on any Lot without the prior written approval of the Committee. Committee approval of outside lighting can later be withdrawn if it creates a nuisance to neighbors.

8.14 Signs. No sign or signboard of any kind including, but not limited to, commercial "for sale", rent, political and similar signs shall be displayed to the public view on any Lot except one professional sign not more than four (4) square feet in size; except, during the construction period, one additional sign may be erected by the builder and a security service sign shall also be allowed when applicable. This restriction excludes the subdivision entrance sign and signs erected by Developer.

8.15 Swimming Pools. No swimming pool shall be constructed, placed, altered or maintained upon any Lot without the prior written approval of the Committee of the type, design and location thereof. Any such swimming pool must also be constructed, equipped and maintained in accordance with the regulations, standards and recommendations of the appropriate City, County and State authorities.

8.16 Permitted Animals. No animals, livestock, or poultry of any kind shall be raised, bred, harbored or kept on any Lot except that the Owner may keep three (3) domesticated household pets. No such pets shall be kept for any commercial purposes, and any such pets may be kept only so long as they or any of them do not become an annoyance or nuisance to the neighborhoods. All pets shall be kept under the close supervision of their Owners and in compliance with all applicable laws, rules, regulations and ordinances including, but not limited to, health, safety and leash laws.

8.17 Construction Completion Period. Each dwelling or other building shall be completed within one (1) year after commencement of the construction unless completion is prevented by conditions found by the Committee to be beyond the control of the Lot Owner.

8.18 Mineral Operations Prohibited. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the surface of any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within five hundred feet (500') beneath the surface of any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

8.19 Miscellaneous Restrictions. No Owner, tenant or other occupant of the Property herein described shall:

- (a) permit loud and objectional noise or noises or obnoxious odors to emanate from a Lot and/or a residence which may cause a nuisance to the occupants of other Lots and/or residences;
- (b) make any use of a Lot which violates any laws, ordinances or regulations of any governmental body or governmental agency having jurisdiction over the Property;
- (c) fail to conform to and abide by the By-Laws and the Uniform Rules and Regulations regarding the use of the Common Property which may be adopted from time to time by the Board of Directors of the Association;
- (d) permit or suffer anything to be done or kept upon any Lot which will increase insurance rates on any residence;
- (e) place or allow anything to remain in or on the Common Property which would be unsightly or hazardous;
- (f) allow any rubbish, refuse, garbage or trash to accumulate on any Lot except in sanitary containers and/or trash compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition and shall be so placed, buried or screened by shrubbery, patio fence, or other appropriate material approved in writing by the Committee so as not to be visible from any street at any time except during periods of refuse collection;
- (g) allow any fire or health hazard to exist on any Lot;
- (h) make use of the Common Property in such a manner as to abridge the equal rights of the other Owners as to the use and enjoyment of same;
- (i) permit a boat, boat trailer to be kept or maintained on the Property, or permit the Property to be used for the storage of campers, motor homes, or other vehicles, apparatus or equipment (excluding passenger vehicles), for any period of time in excess of forty-eight (48) hours without the written approval of the Association;

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- (j) use any portion of the Property for repairing motor vehicles, boats or other vehicles, except for emergency repairs thereto and then only to the extent necessary to enable movement thereof to a proper repair facility;
- (k) permit the burning of trash, leaves or debris upon any Lot;
- (l) permit an external clothesline to be located on any Lot;
- (m) no trucks larger than three-fourth (3/4) ton GVW and no tractors or other excavation machinery shall be parked or stored on any road, street, driveway, yard or Lot located within the Property for any period of time except during the period of construction on a Lot;
- (n) allow a dwelling or other structure on any Lot which may be destroyed in whole or in part for any reason to remain unrepaired for a period of one (1) year from its destruction unless the remaining portion of the dwelling and/or other structure shall be demolished and removed from the Lot. All debris must be removed and the Lot restored to a sightly condition with reasonable promptness, provided that in no event shall such debris remain in any Lot longer than sixty (60) days;
- (o) leave garage doors open when not in use;
- (p) permit junked or inoperative refrigerator, stoves, bicycles, boats, motorcycles, cars or any other vehicle or such items to remain on any Lot.

If an Owner allows a Lot to become unsightly, then, after due notice, such Owner fails to remedy such condition, the Association, its agents, servants or employees, acting on behalf of the Association, may enter upon the Lot, clear the same and remove and dispose of any such unsightly material without recourse upon it or its agents, servants, or employees at the Owner's expense. No entry by the Association, its agents, servants or employees pursuant hereto shall constitute a trespass and an easement of entry for such purpose is reserved upon all Lots.

ARTICLE IX

Architectural Control Committee

9.1 **Architectural Control Committee Created.** An Architectural Control Committee for the Property is hereby authorized and created to serve as a committee of the Board of Directors of the Association to be constituted and operated in accordance with these covenants and such rules as the Association shall adopt. By acceptance and agreement to this Declaration, the Association specifically consents to the provisions hereof relating to the Architectural Control Committee and binds itself to the creation and operation of such committee. The initial members of the Architectural Control Committee, sometimes hereinafter referred to as the "Committee" shall be composed of James R. Ray, Joe Vinson and Charles A. Maclay. Notwithstanding anything to the contrary, Developer shall appoint the members of the Committee until thirty (30) days after Developer is no longer an owner of any Lot in the Property; however, Developer may, in its sole discretion, relinquish the right to appoint the Committee at an earlier date.

9.2 **Architectural Theme.** All homes constructed shall reflect a Southern Traditional style such as Raised Creole Cottage, Federal, Victorian, Williamsburg, or other Architectural styles which would blend in character and theme in appearance with the overall development and will create character and quality. Appropriate exterior detailing, showing proper proportions shall be required, giving each home a look of authenticity. The general scheme or plan is to protect the Owners of each Lot against improper use of surrounding Lots as will depreciate the value of the Property, to preserve, as far as practicable, the natural beauty of each Lot, to insure the creation of an attractive, well designed, properly proportioned and appropriate homes of suitable materials with appropriate locations on said Lots, to insure proper building set-backs from street and Lot lines, to provide adequate free space between structures, and, in general, to assure the best and most appropriate development and improvement of the Property and each Lot thereon.

9.3 **Committee Approval.**

- (a) No building, fence, swimming pool, wall, driveway, landscaping, or other structure and/or improvement of any nature shall be commenced, erected or maintained upon any Lot, nor shall any exterior alteration or addition be made, nor shall any exterior wall be painted or otherwise change the appearance of any exterior wall, door, window, terrace, balcony or change any exterior surface, enclose any terrace or balcony with screen, glass or other material, nor erect any exterior lights or signs, nor shall any exterior alterations or additions be made to any existing building or structure upon any Lot until the building plans and specifications and plot and profile plan showing the elevation, location, habitable area, colors, type, size, etc., as the case may be, thereof have been approved as to (i) conformity and harmony of external and structural design with existing structures within the Property; (ii) quality of material; (iii) location of structure with respect to topography, finish grade elevation and minimum setback;

(iv) compliance with this Declaration: and until a building permit has been issued by the appropriate governmental authority authorizing said construction. Said approval shall be issued by the Committee or by representative appointed by said Committee. Lot Owners submitting proposed plans for approval hereunder shall pay no fee or cost for the services of the Committee. All actions of the Committee shall be by majority vote and all actions of any representative appointed by the Committee shall be subject to review and change by the Committee. Any member of the Committee may vote on any question by proxy.

- (b) Two (2) complete copies of the plans required by these covenants shall be submitted in writing to the Committee at the office of the Association or such other place as the Committee may from time to time designate. A dated receipt therefore shall be issued to the Owner. The Committee's approval or disapproval as required in these covenants shall be in writing, but in the event the Committee or its designated representative fails to forward a letter or other communication signifying approval or disapproval of such plans within thirty (30) days after the date stated upon the receipt for said plans, approval will not be required and the related covenants shall be deemed to have been fully complied with. Any notice of disapproval shall be sent by certified mail, or delivered in writing by hand delivery, to the address furnished said Committee by the Owner. Said notice shall set forth any elements which are disapproved and the reason therefor, but such notice need not contain any suggestions as to the methods of curing the matters and things disapproved. In exercising its jurisdiction as herein provided, the Committee shall particularly consider the exterior materials, finishes and appearance planned to be used on any proposed residence or other structure and shall have the authority to disapprove any such construction upon purely aesthetic grounds alone. The Committee shall act on all matters within its jurisdiction, including any matters hereinafter set out, within its sole discretion, and its judgment upon all such matters shall be final.

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In addition to the foregoing, the plans and/or proposed construction submitted for approval shall comply with the following:

- (a) All plans for structures shall be not less than 1/8 inch equals one foot scale;
- (b) All plans must state the approximate elevation of all sides of the proposed structure as such sides shall exist after finished grading has been accomplished;
- (c) All plans must include a list of proposed materials and samples of exterior materials which cannot be adequately described and of materials with which the Committee is unfamiliar;
- (d) No window air conditioner shall be installed on the front of a residence;
- (e) Drainage of surface water, storm water and/or foundation drains may not be connected to sanitary sewers;
- (f) No exterior above ground liquified fuel storage containers of any kind shall be permitted;
- (g) Brick, stucco, and wood are allowed as exterior materials, and Vinyl soffits are also allowed;
- (h) Solid wood window units, aluminum-clad wood window units and vinyl-clad wood window units are allowed. All other window types must be approved by the Committee;
- (i) A minimum of nine feet (9') ceiling height is required on the first floor;
- (j) Concrete or concrete block shall not be exposed as a result of a slab or pier foundation. Such materials must be faced or covered to grade or below grade with brick, stucco or other exterior materials acceptable to the Committee;
- (k) Storm doors are not allowed on the front of any house;
- (l) Lot Owners shall construct sidewalks having a width of four feet (4.0') at their own expense in accordance with Section 6 Paragraph C Number 4 of the Subdivision Regulations for the City of Mobile or such other Subdivision Regulations or Code as may be then in effect, whether by amendment or otherwise;
- (m) All portions of the driveway shall be constructed of concrete or brick;
- (n) Double-car garage (minimum) with automatic doors are required and no garage shall have its opening facing any street except in the case of corner Lots;
- (o) The chase of all fireplaces shall be constructed of brick or stucco.

9.4 Entry and Inspection. During reasonable hours and during construction of any improvements on any Lot and in appropriate circumstances, any member of the committee, or any authorized representative, shall have the right to enter upon and inspect with reasonable notice to the Lot Owner the Lot and exterior of the improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such entry shall not be deemed a trespass.

9.5 Agents. The Committee may employ and pay for the services of architects, engineers or other persons within its discretion for the examination of building plans, grading plans or any other plans submitted hereunder, and for such supervision of construction and inspection as may be required to insure compliance herewith.

9.6 Records. A record of the identity of all Members of the Committee and actions of said Committee shall be kept on file in the offices of the Association and shall be available at all times to all Members. In the event of death or resignation of any Committee Member, the remaining Members shall have full authority to conduct all authorized action of the Committee. The Association may, with or without cause at any time and solely within its discretion, remove any Member of this Committee and replace any member with a new Member, or increase or decrease the membership of said Committee; however, notwithstanding the foregoing, the Developer reserves the specific right and authority to appoint all members of the Committee until such time as the Developer has sold all Lots within the Property.

ARTICLE X

Duration of Restrictions - Amendments

The covenants and restrictions are to run with the land and shall be binding upon the undersigned and all parties and persons claiming under the undersigned in perpetuity unless a shorter period of time is required by law and, in such event, this Declaration may be renewed and/or extended for successive periods of ten (10) years each by the affirmative vote of Owners owning a majority of the Lots. The Owners may agree to change and/or amend this Declaration in whole or in part upon any date, by a majority vote of Lot Owners at a meeting of the Owners specifically called for such purpose, written notice of which shall be sent to all Members/Owners at least thirty (30) days in advance, which notice shall set forth the purpose of the meeting, and provided that a quorum of Members/Owners are present at such meeting. A quorum shall be determined in the same manner as set forth under paragraph 7.5 herein. The Committee may, within its sole discretion, grant to the Owner of any Lot, variances from the restrictions, covenants and conditions set forth in this Declaration that may be applicable to such Lot, when, in the opinion of the Committee, the literal enforcement of such restrictions and conditions would work an undue hardship upon such Lot Owner and when in its discretion, such variance will not unduly or unreasonably affect or inconvenience the Owners of adjacent Lots.

10.1 Joinder by Developer. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective without the joinder in the amending instrument by the Developer so long as the Developer is the Owner of one (1) or more Lots.

10.2 Common Property. Notwithstanding anything to the contrary herein contained, it shall be the responsibility of the Association to maintain and repair the Common Property; and, no amendment to this Declaration shall remove the responsibility of the Association and/or Members thereof to maintain and repair the Common Property (as herein defined) in accordance with the requirements of this Declaration, and, also, the requirements of the City of Mobile. Any such attempted amendment shall be void and to no effect. In particular, the "Common Area" lying adjacent to and along the East perimeter of the Property as shown on the recorded plat of the Property (also identified as "Detention Area") shall be maintained as nearly as reasonably possible to its natural state.

ARTICLE XI

Successors and Assigns

Any and all provisions hereof referring to either the Developer, Association or to the Committee shall be deemed to also refer to and be enforceable by and upon the successors and/or assigns of any legal or equitable interests of said Developer, Association and/or said Committee.

ARTICLE XII

Remedies for Violations

In the event of a violation or breach of any of these covenants or restrictions by any person or concern claiming by, through or under the Developer or by virtue of any judicial proceeding, then the Developer or Association, or any Owner, or any of them, jointly and severally, shall have the right to proceed at law or in equity to compel compliance with terms hereof, and to prevent the violation or breach of any of such covenants and/or restrictions and to obtain a judgment for the costs and expenses incurred in connection therewith. In addition to the foregoing, Association, its successors and assigns, shall have the right, wherever there shall have

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been built on any Lot any structure which is in violation of this Declaration, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, restriction, reservation or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.

ARTICLE XIII

Liability

Neither the Developer, the Committee, or the Association, its employees, agents or assigns, shall be liable to any Lot Owner(s) for (i) the manner in which it exercised or for its failure or refusal to exercise any right or authority herein granted to it, whether discretionary or not; (ii) for the failure or refusal of any Lot Owner to comply with any of the provisions hereof; or (iii) the failure or refusal of the Developer, the Committee, or the Association to enforce any of the provisions hereof against any Lot Owner.

ARTICLE XIV

Severability

Invalidation, variance from or removal of any of these covenants by judgment, decree or Court order, or amendment by the Developer, Owners Association or the Architectural Control Committee or their successors or assigns shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed by its duly authorized officer as of the date first above written.

WYNNFIELD DEVELOPMENT, L.L.C.

By: Charles J. Vinson
CHARLES J. VINSON
Its: Manager/Attorney-in-Fact

STATE OF ALABAMA

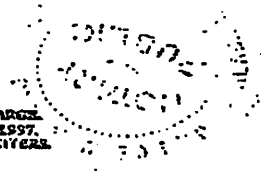
COUNTY OF MOBILE

I, the undersigned notary public in and for said State and County, hereby certify that CHARLES J. VINSON, whose name as Manager/Attorney-In-Fact of WYNNFIELD DEVELOPMENT, L.L.C. is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in his capacity as said Manager/Attorney-in-fact and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and notarial seal on this 28th day of February, 1997.

Jessie C. Bank (SEAL)
NOTARY PUBLIC

My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 14, 1997
BONDED TO THE NOTARY PUBLIC ENGAGEMENTERS



THIS INSTRUMENT PREPARED BY:

RAY G. RILEY, JR.
Attorney at Law
1110 Montlimar Drive, Suite 200
Mobile, Alabama 36609

RECORDED
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2015 BOARD LIST

Wynnfield Homeowners Association

P. O. Box 9482, Mobile, AL 36691

<u>Name</u>	<u>Position</u>	<u>Phone #</u>	<u>Email</u>
Chris Orrell	President	c-656-5335	chrisorrell9@gmail.com
Steve Ellisor	Vice-President	h-634-3079 c-454-1421	Steve@christumcmobile.com
Sally Pfister	Secretary	h-607-0173 c-751-4450	sallypf@comcast.net
Jay Boyd	Treasurer	h-287-7647 c-288-9662	jboyd136@comcast.net
" "	Architectural Review		

Committees

Emily Chard	Grounds Co-Chair	635-0038/c-581-5721	emily.chard@mac.com
Marianne Ellisor	Grounds	634-3079	mnellisor1@bellsouth.net
Sheryl Smith	Architectural Review	634-9882	sherylsmithprem@aol.com
Shelly Thompson	Social	635-1280	Olivia1001@bellsouth.net
Julia Williams	Social	633-2094	jwilliams143@gmail.com

OTHER CONTACTS

City Hot Line	311	MPD Non-Emergency Dispatch	208-7211
Animal Shelter	208-2903	AL Power (Outages, etc.)	800/245-2244
Public Works	208-2900	Kirk Lyons – Groundskeeper	689-7520
Garbage	208-2941		
Trash	208-2940		

BY-LAWS
OF
WYNNFIELD HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Corporation is WYNNFIELD HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at 400 Azalea Road, Suite A, Mobile, Alabama 36609, but meetings of Members and Directors may be held at such places within the State of Alabama, as may be designated by the Board of Directors.

ARTICLE II

MEETING OF MEMBERS

Section 1. Annual Meeting. The First meeting of the Members shall be held at the call of the Directors, or a majority of them, upon at least ten (10) days notice for such purpose as shall be stated in the notice of the meeting. Each subsequent regular annual meeting of Members shall be held on the day and hour of each year thereafter established by the Board of Directors.

Section 2. Special Meetings. Special meetings may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Member entitled to vote there at, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, forty percent (40%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles,

Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote there at shall have power to adjourn the meeting, from time to time, subject to ten (10) days written notice of each subsequent meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his lot located within the Property.

Section 6. Order Of Business. The order of business at the annual Member's meeting and, as far as practical, at all other Members' meetings, shall be:

- (a) call to order;
- (b) calling of the roll and certifying of proxies;
- (c) proof of notice of meeting or waiver of notice;
- (d) reading and disposal of any unapproved minutes;
- (e) reports of officers;
- (f) reports of committees;
- (g) election of Directors;
- (h) unfinished business;
- (i) new business; and
- (j) adjournment.

ARTICLE III

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. Except as provided in Article V, the affairs of this Association shall be managed by a Board of at least three (3) Directors who must be Members of the Association except for the interim Directors. The number of

Directors serving upon the Board may be increased from three (3) up to twenty (20) from time to time by amendment to these By-Laws.

Section 2. Term of Office. Except as otherwise provided in the Articles of Incorporation, at the first annual meeting, the Members shall elect at least three (3) Directors for a term of one (1) year and, at each annual meeting thereafter, the Members shall elect the needed number of Directors for a term of one (1) year.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 6. Organizational Meeting. An organizational meeting of the Board of Directors named in the Articles of Incorporation shall be held within this state at the call of a majority of the incorporators for the purpose of adopting these by-laws, electing officers and the transaction of such other business as may come before the meeting.

ARTICLE IV

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Association and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many

nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. Such nominations may be made only from among Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of these By-Laws. The persons receiving the largest number of votes shall be elected. Cumulative voting is permitted for the election of Directors.

ARTICLE V

MEETING OF DIRECTORS

Section 1. Regular Meeting. Regular meetings of the Board of Directors shall be held quarter-annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) exercise for the Association all powers, duties and authority vested in or deposited to this Association and not reserved to the membership by other provisions of the Declaration, these By-Laws, or by the Articles of Incorporation;

(b) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(c) employ independent contractors, or such other persons as they deem necessary, and to prescribe their duties;

(d) amend and modify these By-Laws as the Board may determine from time to time;

(e) to make contracts and incur liabilities in connection with the exercise of any of the powers and duties of the Board;

(f) to maintain a class action, and to settle a cause of action, on behalf of the owners, with reference to the property of the Association; and

(g) to determine policies and to adopt administrative rules and regulations governing the property of the Association, and to amend such administrative rules and regulations from time to time as the Board deems advisable.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) establish the annual assessment period and fix the amount of the annual assessment against each Member for each Lot located within the Property at least thirty (30) days in advance of each annual assessment;

(d) send written notice of each assessment to every Member at least thirty (30) days in advance of each annual assessment period, and levy all such assessments as liens;

(e) foreclose the lien against any property for which assessments are not paid within sixty (60) days after due date or to bring an action at law against the Member personally obligated to pay the same;

(f) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(g) at its option, procure and maintain liability and other forms of insurance on property owned and/or maintained by the Association;

(h) at its option, cause all officers or employees having fiscal responsibilities to be bonded;

(i) cause all of the facilities, if any, of the Association to be maintained;

(j) adopt these By-Laws for the Association and to amend same from time to time as circumstances may require;

(k) to elect officers of the Association and to otherwise exercise the powers regarding officers of the Association as herein set forth;

(l) to determine who shall be authorized to make and sign all instruments on behalf of the Association and the Board;

(m) to enforce all covenants contained in the Declaration and to exercise all powers therein vested in the Association.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be Members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The Board shall elect the officers of the Association and the election of officers shall take place at the first meeting of the Board of Directors and following each annual meeting of the Members thereafter.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. The President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of a corporation.

Section 7. The Vice-President. The Vice-President shall, in the absence of or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

Section 8. The Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of a corporation as may be required by the Directors or the President.

Section 9. The Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the financial records and books of account of the Association in accordance with

good accounting practices; he shall keep detailed, accurate records in chronological order of all receipts and expenditures, specifying and itemizing the maintenance and repair expenses and any other expenses incurred; and, he shall perform all other duties incident to the office of Treasurer. The records, books of account, and the vouchers authorizing payments shall be available for examination by any Member of the Association at convenient hours of week days.

ARTICLE VIII

COMMITTEES

The Board of Directors shall appoint such committees as deemed appropriate in carrying out its purposes including but not limited to the Architectural Control Committee described under the Declaration.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Articles and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration and the Articles of Incorporation, each Member is obligated to pay to the Association his/her/its pro rata share of the assessment to maintain the business and obligations of the Association. Such assessments are secured by a continuing lien upon the Lot or Lots of the Members against which the assessment is made. Any assessments, annual or special, which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve (12%) percent per annum, and the Association may bring an action at law against the Member obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any

such action shall be added to the amount of such assessment. A Member may not waive or otherwise escape liability for the assessments provided for herein.

ARTICLE XI

AMENDMENTS

Section 1. These By-Laws may be amended by the Board at a regular or special meeting of the Board by a vote of a majority of a quorum of directors present in person or by proxy. Before voting upon an amendment to these By-Laws, each Director shall have a copy of the proposed amendment at least three (3) days prior to a meeting called for such purpose.

Section 2. In the case of any conflict between the Articles and these By-Laws, the Articles shall control.

ARTICLE XII

VOTING RIGHTS

Section 1. Each Member shall be entitled to vote at a meeting of the Members of the Association and shall be entitled to cast the number of votes as hereinafter set forth.

Section 2. The voting power of Members of this Association shall be limited to one (1) vote for each Lot owned within the Property. For example, a person or entity owning two (2) lots within the Property would be allowed to cast two (2) votes.

Section 3. Membership in the Association shall automatically lapse and terminate when any Member shall cease to be the Owner of record of a Lot within the Property.

Section 4. When a Lot within the Property is owned of record in joint tenancy or tenancy in common, the membership as to such Lot within the Property shall be joint and the right of such membership (including the voting power arising therefrom) shall be exercised only by the joint action of all owners of record of such Lot within the Property.

Section 5. Each Member of this Association shall have such interest in all the property owned by this Association as is represented by the ratio of the number of votes in this Association. Such interest is and shall be appurtenant to the Lot or Lots within the Property which qualify such person or entity for membership.

ARTICLE XIII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of recordation of the Articles.

ARTICLE XIV

DEFINITIONS

As used in these By-Laws, words or phrases shall have the same meaning and definitions as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Wynnfield, Unit One.

In the event that there is any conflict in the terms and conditions herein contained with those contained in the Articles of Incorporation, the Articles of Incorporation of Wynnfield Homeowners Association, Inc. shall prevail.

ARTICLE XV

ROBERTS RULES OF ORDER

Roberts Rules Of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Articles of Incorporation or these By-Laws.

Wynnfield Homeowners Association

Treasurer's Report

February 2016

Balance as of 31 December 2015: \$29,013.07

Expenditures 2015

Landscaping maint	\$13,145.00
Utilities	\$2,127.68
Pond Maint	\$586.05
Social & Grounds	\$1,717.99
Gen & Admin/1	\$2,571.10

Proposed Budget 2016

<u>INCOME</u>	<u>Base/2</u>	<u>w/ Security/3</u>
Dues	\$20,900.00	\$34,320.00
 <u>EXPENSE</u>		
Landscaping maint	\$13,500.00	\$13,500.00
Utilities	\$2,150.00	\$2,150.00
Pond maint	\$700.00	\$700.00
Social & Grounds	\$1,800.00	\$1,800.00
Gen & Admin	\$2,750.00	\$2,750.00
Security Patrols		\$13,420.00
Tot Exp	\$20,900.00	\$34,320.00

Notes:

- 1 Includes annual board liability insurance of \$1965
- 2 Assumes \$200/household dues with 5% shrinkage
- 3 Assumes \$325/household dues with 4% shrinkage

WHA MEETING AGENDA

February 15, 2016

- WELCOME: Chris Orrell, President
 - District 6 City Councilwoman Bess Rich
 - Lt. Ray Robertson, Community Liaison, Precinct 2, MPD
 - City Curfew of 11:00 pm applies to Wynnfield
 - Justin Farmer/Signal 88

- Introduce current Board Members:
 - Steve Ellisor, Jay Boyd, Sally Pfister
 - WHA Board should have 5 Directors; only 3 at this time. Kim James, Primus Ridgeway and Doug Roberts have expressed interest in serving.

- Introduce Committee Chairs:
 - Grounds - Emily Chard
 - Architectural Review – Jay Boyd, Sheryl Smith
 - Social: Julia Williams, Shelly Thompson

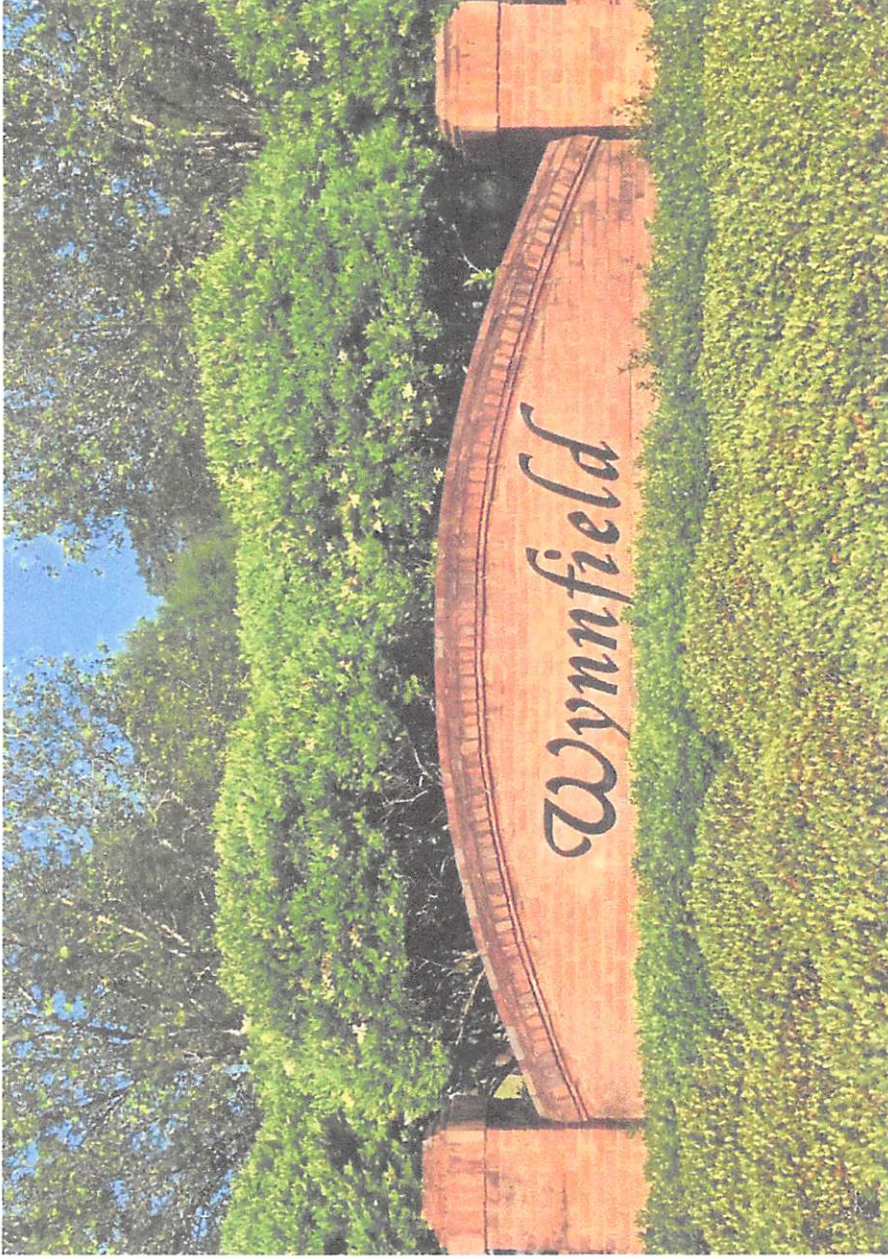
- State of the Neighborhood:
 - Treasurer’s Report – Jay Boyd
 - Front Pond and Back Pond Status
 - Street Parking a growing problem
 - Wynnfield entrance: need to upgrade lighting and raise height of lights; can’t see the name at night.
 - Brick wall needs power-washing and re-pointing
 - May need a dues increase if we hire Signal 88 on a regular basis; \$1052 per month.

- 47 households needed to vote for passage of major neighborhood projects. Due to lack of participation the preferred method is Pay As You Go. Been working well for 3 years.

REGARDING WYNNFIELD TRASH PICK-UP

- Place trash cans at the street so that the open side of the lid faces the street. In that way, when the can is poured into the truck, there will be less chance that the lid will be broken off.
- Placing the can in the street with the wheels against the curb lessens the chance that the wind (not to mention fast-moving cars) will blow the can over.
- There should be at least two feet between cans if you put out more than one can. The mechanical arm and "grabber" must have room to grab the can without knocking the other one down in the process.
- Trash piles (branches, brush and such) must be placed away from the garbage cans - on the curb, not in the street. Do bundle your debris as compactly as possible.
- The trash truck and the garbage truck are two different vehicles and the trash pick-up people will NOT get out and move cans so the arm can work properly. Many people still pile trash immediately behind the garbage cans and wonder why it has not been picked up.
- Trash may be put out 48 hours ahead of the expected pickup. As to why the pick-up times for both trash and garbage can be erratic, we have no explanation.
- Trash Pickup questions: 208-2940 Garbage Pickup questions: 208-2941

Best regards,
The WHA Board



Wynnfield Homeowners Association

2016 DIRECTORY

GROUNDS COMMITTEE

2/15/2016

Wynnfield Yard of the Month winners!

Congratulations to all those who have won over the last year or so.
It really does make a difference to our neighborhood having such lovely front yards.

February 2015 - Sam and Laura Thomas at 7143 Wynncliff Dr
March/April 2015 - Bob and Karla Kahn at 3208 Wynncliff Ct E
May 2015 - Samir and Hadaya Sayyid at 7114 Wynnfield Dr N
June 2015 - Michael and Annette Hites at 7124 Wynnfield Dr S
July 2015 - Shannon and Richard Hwang at 3215 Wynncliff Ct E
August 2015 - Kenneth and Mary Boeller at 7179 Wynncliff Dr
September 2015 - Tim and Vicki White at 7135 Wynnfield Dr N
October 2015 - Dave and Debbie Illuminate at 7154 Wynnridge Dr
November 2015 - 7162 Wynnridge Dr
December 2015 - Larry and Brenda Martin at 7128 Wynnfield Dr S
January 2016 - Mary Jo Zoghby at 7191 Wynncliff Dr

Just a few quick neighborly reminders....

- *Please tuck garbage cans out of sight from the street.
- *Please have a general tidy up as we head into Spring.
- *Please clean, and if necessary, paint mail boxes.
- *Please check your fences and gates are in good order.
- *Dogs should be on a leash when out in the neighborhood and all dog poop MUST be cleaned up. Please be considerate of your neighbors.

Emily Chard
Grounds Committee
251/581-5721

Wynnfield Homeowners Association

P.O. Box 9482, Mobile 9482

ARCHITECTURE REVIEW COMMITTEE MEMBERS

Jay Boyd, Chairman – 287-7647 jboyd136@comcast.net

Sheryl Smith – 634-9882

Wynnfield is one of Mobile's premier neighborhoods. There guidelines were established early on to maintain that high standard. Any new structure on your property must have prior approval per Article IX, Section 9.3, of the covenants, Conditions, Restrictions and Easements for Wynnfield.

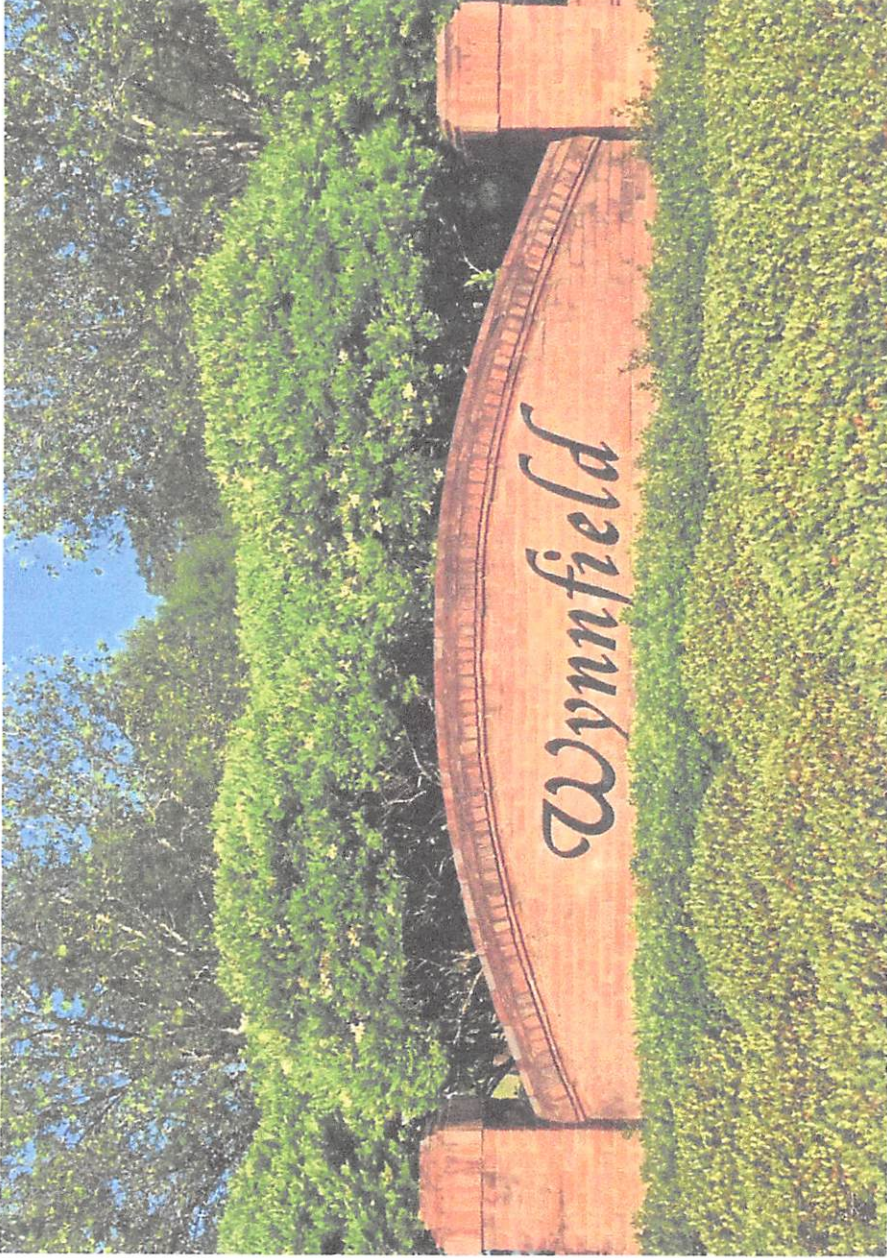
The Approval of the Committee is required prior to making any exterior alterations or additions that potentially impact community appearance. This includes:

- Fences: All new fences must be approved in advance. Please review the Covenants section on fences. Requests should include a plot diagram, construction type, color, height, and any exception requests (e.g. attachments forward of the back corner of the house). Temporary fencing and non-approved fencing are not allowed. (Be a good neighbor – talk to your affected neighbors before putting in a fence.)
- Swimming pools – all swimming pools must have prior approval. Above-ground pools are not allowed.
- No mercury vapor lights or other outside lighting.
- Significant landscaping changes (changing bed design, etc.) – a landscaping plan needs to be submitted.
- Any Satellite Dish must be concealed behind a privacy fence or hedge such that the satellite dish will not be visible from any street or from the adjacent lots and cannot be located in a front yard.
- New structures on the property – no storage sheds, metal buildings or detached structures.
 - o Additions such as decks, pergolas, and other outside kitchens require approval of the committee (an architectural plan is required; this may be hand-drawn)
- Changes in exterior color scheme

Routine review requests provided by email generally can be turned around quickly (3-5 days), especially if there are no Covenant exceptions required. Please allow two weeks for a review of more complex requests.

A few other restrictions:

- Storm Doors are not allowed on the front of any house
- Types of signs on the property are spelled out in Section 8.14 of the Covenants
- RV and watercraft storage on site is not allowed as a rule. Exceptions may be requested where they can be stored out of public view.
- Viable trees in the front yard may not be cut down without approval by the Committee.
- Landscaping in the front yard must be in keeping with the look and sensibility of Wynnfield.



Wynnfield Homeowners Association

2016 DIRECTORY

2015 BOARD LIST

Wynnfield Homeowners Association

P. O. Box 9482, Mobile, AL 36691

<u>Name</u>	<u>Position</u>	<u>Phone #</u>	<u>Email</u>
Chris Orrell	President	c-656-5335	chrisorrell9@gmail.com
Steve Ellisor	Vice-President	h-634-3079 c-454-1421	Steve@christumcmobile.com
Sally Pfister	Secretary	h-607-0173 c-751-4450	sallypf@comcast.net
Jay Boyd	Treasurer	h-287-7647 c-288-9662	jboyd136@comcast.net
" "	Architectural Review		

Committees

Emily Chard	Grounds Co-Chair	635-0038/c-581-5721	emily.chard@mac.com
Marianne Ellisor	Grounds	634-3079	mnellisor1@bellsouth.net
Sheryl Smith	Architectural Review	634-9882	sherylsmithprem@aol.com
Shelly Thompson	Social	635-1280	Olivia1001@bellsouth.net
Julia Williams	Social	633-2094	jwilliams143@gmail.com

OTHER CONTACTS

City Hot Line	311	MPD Non-Emergency Dispatch	208-7211
Animal Shelter	208-2903	AL Power (Outages, etc.)	800/245-2244
Public Works	208-2900	Kirk Lyons – Groundskeeper	689-7520
Garbage	208-2941		
Trash	208-2940		

Wynnfield Directory
February 2016

<u>Last Name</u>	<u>First Names</u>	<u>Street Address</u>	<u>Phone</u>	<u>Alt. Phone</u>	<u>Email</u>	<u>Other</u>
Adams	Allen & Tracey	3210 Wynnfield Court	634-1384	751-4804 591-7398	hilltop3210@bellsouth.net	
Addington	Chris & Samantha	7182 Wynnridge Drive	239/292-4205	540/846-9282	cdaddington22@gmail.com spaddington12@gmail.com	Matthew
Allen	Cliff & Betty	7167 Wynncliff Drive	634-3281	228-217-3344 C	cliffordallen@comcast.net	
Amos	Angela	7215 Wynnridge Drive	751-7355		afamos2726@yahoo.com	
Annyarumbhatla	Manoj	7220 Wynnridge Drive	751-0807		manojab@gmail.com malathi143@gmail.com	
Ballout/Nysair	Ahmad/Lina	3219 Wynncliff Ct. E	725-2007		aballout72@gmail.com	
Bell	Alex & Nancy	7155 Wynnridge Drive	633-3229	423-7613 (N) 591-4973 (A)	nsb7020@yahoo.com	
Bhadkamkar	Sandeep & Sanjot	7186 Wynnridge Drive	633-0637	253-0700	sanjot.bhadkamkar@gmail.com	Shalmale, Tanvi
Bhowmick	Samar & Gopa	7151 Wynnridge Drive	634-9281		gopa.bhowmick@gmail.com	
Blakeney	Greg & Laura	7159 Wynncliff Drive	802-3033		blakeney.laura@gmail.com	Kate-2, Phillip-1 yr
Boelter	Kenneth & Mary	7179 Wynncliff Drive	639-8277		BADLS3@att.net	
Boyd	Jay & Marybeth	7126 Wynnfield Drive N.	287-7647	288-9662 (J)	jboyd136@comcast.net mbbears136@comcast.net	
Boykin	Duncan	3212 Wynnfield Drive E.	533-7123		-	
Breland	Craig & Hayley	7130 Wynnfield Dr. N.			stretch101b@yahoo.com	
Bruzzese	John & Dawn	7116 Wynnfield Drive S.	545-6910	205/296-5358	john.bruz@yahoo.com	
Buchanan	John & Sadie	3205 Wynnfield Drive W.	J-217/202-5579	S-217/419-9991	sadieb.enterprises@gmail.com	Landon Villegas - 8
Buchsbaum	Patty	7175 Wynncliff Drive	633-4265		hardtack34@aol.com	Rachael, Michael
Chard	Steven & Emily	3215 Wynncliff Court W.	635-0038	581-5721	emily.chard@mac.com	Ben-16, Sam-14
Chen	Xu & Wei Fang	3205 Wynnfield Court	689-6598		yuchenweiwei@yahoo.com	Kevin-10, Ethan-5
Clayton	Larry & Raina	7136 Wynnfield Drive S.		490-1101 R 490-1100 L	rainasclayton@gmail.com	
Colletti	Jason & Lorie	3215 Wynnfield Drive E.	633-9573	366-5250 L	loriecolletti@yahoo.com	Cara - 13
Corner	John & Marsha	7180 Wynncliff Drive	633-3538	209-6725	jcorner@comcast.net	
Cox	Betty	7142 Wynnridge Drive	639-6008			
Cox	John & Jackie	7166 Wynnridge Drive	634-1082	401-6556	johncox3553@comcast.net	
Crim	Michael & Sheila	7146 Wynnridge Drive	634-1866	421-0033	-	
Crutcher	Joe & Stephanie	7110 Wynnfield Drive N	895-5631	501-3553	6302Gunner@comcast.net	
Davidson	Russell & Amanda	7133 Wynnfield Drive S.	634-3853	753-8659	russidavidson@msn.com	Ethan, Abby
Dennis	Nancy	3218 Wynnfield Drive W.	634-4090	463-2610 C	nancydennis@robertsbrothers.com	

Wynnfield Directory
February 2016

<u>Last Name</u>	<u>First Names</u>	<u>Street Address</u>	<u>Phone</u>	<u>Alt. Phone</u>	<u>Email</u>	<u>Other</u>
Dodge	Ronald & Margaret	7167 Wynnridge Drive	634-3460	401-4784	ronald_dodge@comcast.net	
Elliott	Logan & Melanie	7216 Wynnridge Drive	639-2273	510-8675	mellyb1981@aol.com	Grace-8 Ann-6, Katie Claire-4
Elliott	Logan & Melanie	7137 Wynnfield Drive S.			Logan.Elliott@WFAvisors.com	
Ellisor	Steve & Marianne	7212 Wynnridge Drive	634-3079	454-1421 S 454-1527 M	mnellisor1@bellsouth.net steve@christUMCmobile.com	
Esters	Yolanda	7184 Wynncliff Drive	634-4743		yolanda.esters@yahoo.com	
Fields	Tracy & Melba	3217 Wynnfield Court	607-0417	751-2721		
Fox	Eldridge & Phaedra	7117 Wynnfield Drive S.	421-3293	401-3088	ptfox@bellsouth.net	
Fridley	Doug & Tina	7158 Wynnridge Drive	634-4794	366-8598 D 454-6045 S	doug.fridley@evident.com scarletof@comcast.net	Taylor, Abby, Lauren
Fuzzell	Jill	7190 Wynncliff Drive	366-1761		jfuzz2008@gmail.com	Riley-7
Garcia	Richard & Alicia	7208 Wynnridge Drive	281-6300	281-6300	getalicia@inworship.org	Michael-11, David-8
Goodman	Daniel & Denise	7121 Wynnfield Drive S.	401-1679		denise.goodman@bp.com	
Hagler	Keith & Cindy	3213 Wynnfield Court	604-3424	377-8770	CindyJHagler@gmail.com	
Hanrath	Heinrich & Nancy	7125 Wynnfield Drive S.	639-9679	599-2785	heinrich.hanrath@comcast.net	
Hargrove	Lester	3204 Wynnfield Drive E.				
Henderson	Neil	7113 Wynnfield Drive S.	377-5278		neil.henderson58@gmail.com	
Herndon	Mae Ceal	7170 Wynnridge Drive	635-1486		maecher@comcast.net Buckslee816@comcast.net	
Hites	Michael & Annette	7124 Wynnfield Drive S.	H-634-8656	M-259-7397 A-422-0275	michael.hites1991@gmail.com etena816@comcast.net	Christopher, Katie Ann, Matthew
Hunt	Rusty & Jenny	3204 Wynnfield Court	510-3033		jenny.hunt@fcb-al.com	
Hwang/Waters	Richard & Shannon	3215 Wynncliff Court E.	639-0670	370-4099	rhwang@comcast.net dswaters@comcast.net	Megan, Emma
Illuminate	Dave & Debbie	7154 Wynnridge Drive		228/935-1766	illuminated@gmail.com	
Jabbari	Farshid	3218 Wynncliff Court E.	456-5062	605-7176	farshidJ@comcast.net	
James	William & Kim	3222 Wynnfield Drive W.	639-9669		Kjames@bellsouth.net	
Johnson	David & Susan	7170 Wynncliff Drive	895-5316-D	510-1459 S		
Juck	Mike & Beth	7148 Wynncliff Drive	639-9316	689-1277	joseph.juck@basf.com viriuck@yahoo.com	
Kahn	Bob & Karla	3208 Wynncliff Court E.	232-0550		KarlaKahn@comcast.net	Amanda, Lauren, William
Kelley	Jim	3201 Wynnfield Court	454-3618		jkellybb@aol.com	
Kunche	Damodara & Saroja	3210 Wynnfield Drive W.	243-0553 H	243-0553 C	dkunche@yahoo.com	Venum, Jeetesh
MacWilliam	William & Kim	7140 Wynnfield Drive S.	633-2133	402-6793	kimmymac@bellsouth.net	Riley, Gavin, Colin
Mallenahalli	Kumar & Sudha	3213 Wynnfield Drive W.	337/806-3800 K	337/319-6217 S	sudhamallenahalli@gmail.com	

Wynnfield Directory
February 2016

<u>Last Name</u>	<u>First Names</u>	<u>Street Address</u>	<u>Phone</u>	<u>Alt. Phone</u>	<u>Email</u>	<u>Other</u>
Meron	Thomas & Shannon	3219 Wynnfield Court W.	T-406/839-3322	S-423-1615	shannonmeron@gmail.com	
Martin	Larry & Brenda	7128 Wynnfield Drive S.	639-0482	583-8407	Brenda_Martin@comcast.net	
McCarron	AJ & Katherine	7155 Wynncliff Drive			dd.mccarron@UWSWA.org	
McQuiston	Dr. Samuel Sam Corentino	3214 Wynncliff Court E.	607-9902		mcquiston@health.southalabama.edu sam@springdaletravel.com	
Montz	Thomas	7134 Wynnfield Drive N.	510-7431		tom.montz@BBVACompass.com	
Murphy	Derek & Karen	7120 Wynnfield Drive S.	633-0483	301-643-2174	derekjmurphy@msn.com	Connor, Ashlyn, Cole, Ava
Narahari	Dr. Praveen	7171 Wynnridge Drive			dmarahari@gmail.com	Arjun Reddy (6 mos)
Gatla	Dr. Shanthi	7171 Wynnridge Drive			drgatla88@gmail.com	
Nguyen	Loan & Scott Wolford	3211 Wynnfield Drive E.	377-6834		leslieloanatoz@yahoo.com	
Nguyen	Thuy & Tuan	7122 Wynnfield Drive N	545-7020	490-9853 Thuy	thuyrph@comcast.net	
Orrell	Chris & Penny	3212 Wynncliff Court W.	656-5335 C		pennyorrell@msn.com chrisorrell9@gmail.com	
Owen	Tyrone & Monica	7175 Wynnridge Drive				
Owens	Kenneth & Penny	3209 Wynnfield Drive W.	378-5631		kandpowens@msn.com	
Owens	Charles & Liz Owens	7129 Wynnfield Drive S.	634-1209	509-4438	chaliz@comcast.net	
Parker	Dean & Joanne	7162 Wynnridge Drive	583-3920		joanne@myparkers.net	reside 2516 Colonnades Dr. N.
Peykoff	Andrew & Virginia	7224 Wynnridge Drive	228-249-4917		wstevepugh@yahoo.com	c/o Steve Pugh
Petway	David & Annease	3208 Wynnfield Drive E.			alpetway@comcast.net	
Pfister	Bill & Sally	3219 Wynnfield Drive E.	607-0173	751-4450 S 680-4450 B	sallypf@comcast.net	
Qureshi	Dr. Yasmeen	7219 Wynnridge Drive				
Raley	George & Nancy	7163 Wynncliff Drive	776-7001	327-5470	Raley7773@aol.com	
Reed	Karl & Dedra	7174 Wynnridge Drive	633-9154		Karl37@comcast.net	Kourtney-19
Richter	Robbie & Laci	3209 Wynnfield Court	225-776-2118	225-205-6215	richterrob@yahoo.com lacimbello@yahoo.com	Marcelite -2
Ridgeway	Primus & Cheryl	7178 Wynnridge Drive	545-0703	219-6364	Cherry7520@aol.com PR7520A@MSN.com	
Roberts	Doug	7150 Wynnridge Drive	589-6202		Doug@DougR.com	
Roberts	Patrick & Donya	7211 Wynnridge Drive	510-3860 -P	366-9023-D	patrickroberts@comcast.net sassydonya@yahoo.com	Grace & Faith (15) Garrett (17), Matthew (15)
Roe	Brent & Amy	7195 Wynncliff Drive	605-5851-B	605-7061-A	amyroe@hotmail.com brent.roe@wo	Macy
Rushing	Clay & Janet	7199 Wynncliff Drive	639-9844	751-4151	JHRushing@ATT.NET	
Sayers	Mark & Kimberly	7163 Wynnridge Drive	455-1880			David, Kirsten, KarLyn
Sayyad	Samir & Hadaya	7114 Wynnfield Drive N	639-7303	610-9694	samirasayyad42@yahoo.com	Maysoon

Wynnfield Directory
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Scaturro	Shannon & Monica	3202 Wynnfield Court	510-1811 S	510-0350 M	sscat@comcast.net moioscat@comcast.net	Jordan, Makenzie, Grant
Sirmans	Jeram & Brandy	7162 Wynncliff Drive	639-9134	635-5401 554-6984	jeramsirmans@yahoo.com	Jalyn, Jordan
Smith	Wilson & Sheryl	7118 Wynnfield Drive N	634-9882	610-9159 W 454-2961 S	sherylsmithprem@aol.com	
Smith	Bobby & Lori	7159 Wynnridge Drive	455-8589		loricavesmith@gmail.com	Mary Helen, Jackson
Stewart	Ben & Celia	7151 Wynncliff Drive	776-2888 -B	379-9972-C	benceliaci@yahoo.com	
Stillings	Tyler & Kollyn	3214 Wynnfield Drive W.	753-1753 T	978-3052 K	williamtstillings@gmail.com	Eden (7 mos)
Tew	Mike & Kaye	7201 Wynnridge Drive	633-3422	422-4253-K	mtew@sjlcontractors.com ktula@comcast.net	
Thomas	Sam & Laura	7143 Wynncliff Drive	(228) 239-7266		SRTH1942@gmail.com	
Thompson	Larry & Shelly	7187 Wynncliff Drive	583-1252		Olivia1001@bellsouth.net	Olivia, Owen
Thuss	Chuck & Jamie	3211 Wynncliff Court E.	639-8965	591-1219 J 680-5731 C	jamie_thuss@bellsouth.net chuck.thuss@bellsouth.net	Bethany, Brooke
Vinson	Joe	7147 Wynncliff Drive	342-8222			Lot 10, Wynncliff Ct
Vo	Phi & Brenda	3206 Wynnfield Drive W.	458-4280	554-5286	brphilipvo@gmail.com brendavo1975@gmail.com	Phillip, Jasmine
Walker	Lindsay & Dea	3200 Wynnfield Drive E.	634-4261		dtw515@bellsouth.net	
Ward	Kevin & Stephanie	7109 Wynnfield Drive S.	639-0353		stephanie.ward10@gmail.com kward@themineralgallery.com	
Welch	Rick & Diana	7152 Wynncliff Drive	635-1183	423-2272	diana@ashlandgeneral.com	
Welch	Greg & Kim	7183 Wynncliff Drive	634-0576	232-9679	greg@ashlandgeneral.com kim@ashlandgeneral.com	
White	Tim & Vicki	7135 Wynnfield Drive N.	401-6673 T	379-6582 V	whitetv@comcast.net	Rawley
Williams	Chad & Julia	7171 Wynncliff Drive	490-2622-C	490-9059-J	rcw47368@gmail.com jmw0212@aol.com	Marco, Isabel, Luisa
Wilson	Joe & Bobbie	7207 Wynnridge Drive	776-6925	401-0365	mytitle1st59@aol.com	
Wilson	Tom & Cecilia	3220 Wynncliff Court W.	378-8292	227-3704	twilson649@gmail.com ceciliawilson325@comcast.net	
Windham	Mitchell & Tami	7202 Wynnridge Drive	232-2916 M	607-9057-H	mitchell.windham@bellsouth.net	
Windham	Mitchell & Tami	7147 Wynnridge Drive			mitchell.windham@bellsouth.net	(Lot 51)
Woodards	Clifford & Claudia	3216 Wynnfield Drive E.	634-9856	605-5204	cherylnicholls@comcast.net	Cheryl Nicholls 298-4335
Zoghby	Mary Jo	7191 Wynncliff Drive	610-9061		maryjozoghby@bellsouth.net	Christopher 422-3325(son)

2015 BOARD LIST

Wynnfield Homeowners Association

P. O. Box 9482, Mobile, AL 36691

<u>Name</u>	<u>Position</u>	<u>Phone #</u>	<u>Email</u>
Chris Orrell	President	c-656-5335	chrisorrell9@gmail.com
Steve Ellisor	Vice-President	h-634-3079 c-454-1421	Steve@christumcmobile.com
Sally Pfister	Secretary	h-607-0173 c-751-4450	sallypf@comcast.net
Jay Boyd	Treasurer	h-287-7647 c-288-9662	jboyd136@comcast.net
" "	Architectural Review		

Committees

Emily Chard	Grounds Co-Chair	635-0038/c-581-5721	emily.chard@mac.com
Marianne Ellisor	Grounds	634-3079	mnellisor1@bellsouth.net
Sheryl Smith	Architectural Review	634-9882	sherylsmithprem@aol.com
Shelly Thompson	Social	635-1280	Olivia1001@bellsouth.net
Julia Williams	Social	633-2094	jwilliams143@gmail.com

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Allen	Cliff & Betty	7167 Wynncliff Drive	634-3281	228-217-3344 C	cliffordallen@comcast.net	
Amos	Angela	7215 Wynnridge Drive	751-7355		afamos2726@yahoo.com	
Annyarumbhatla	Manoj	7220 Wynnridge Drive	751-0807		manojab@gmail.com malathi143@gmail.com	
Ballout/Nysair	Ahmad/Lina	3219 Wynncliff Ct. E	725-2007		aballout72@gmail.com	
Bell	Alex & Nancy	7155 Wynnridge Drive	633-3229	423-7613 (N) 591-4973 (A)	nsb7020@yahoo.com	
Bhadkamkar	Sandeep & Sanjyot	7186 Wynnridge Drive	633-0637	253-0700	sanjyot.bhadkamkar@gmail.com	Shalmale, Tanvi
Bhowmick	Samar & Gopa	7151 Wynnridge Drive	634-9281		gopa.bhowmick@gmail.com	
Blakeney	Greg & Laura	7159 Wynncliff Drive	802-3033		blakeney.laura@gmail.com	Kate-2, Phillip-1 yr
Boelter	Kenneth & Mary	7179 Wynncliff Drive	639-8277		BADLS3@att.net	
Boyd	Jay & Marybeth	7126 Wynnfield Drive N.	287-7647	288-9662 (J)	jboyd136@comcast.net mbbears136@comcast.net	
Boykin	Duncan	3212 Wynnfield Drive E.	533-7123		-	
Breland	Craig & Hayley	7130 Wynnfield Dr. N.			stretch101b@yahoo.com	
Bruzzese	John & Dawn	7116 Wynnfield Drive S.	545-6910	205/296-5358	john.bruz@yahoo.com	
Buchanan	John & Sadie	3205 Wynnfield Drive W.	J-217/202-5579	S-217/419-9991	sadieb.enterprises@gmail.com	Landon Villegas - 8
Buchsbaum	Patty	7175 Wynncliff Drive	633-4265		hardtack34@aol.com	Rachael, Michael
Chard	Steven & Emily	3215 Wynncliff Court W.	635-0038	581-5721	emily.chard@mac.com	Ben-16, Sam-14
Chen	Xu & Wei Fang	3205 Wynnfield Court	689-6598		yuchenweiwei@yahoo.com	Kevin-10, Ethan-5
Clayton	Larry & Raina	7136 Wynnfield Drive S.		490-1101 R 490-1100 L	rainasclayton@gmail.com	
Colletti	Jason & Lorie	3215 Wynnfield Drive E.	633-9573	366-5250 L	loriecolletti@yahoo.com	Cara - 13
Corner	John & Marsha	7180 Wynncliff Drive	633-3538	209-6725	icorner@comcast.net	
Cox	Betty	7142 Wynnridge Drive	639-6008			
Cox	John & Jackie	7166 Wynnridge Drive	634-1082	401-6556	johncox3553@comcast.net	
Crim	Michael & Sheila	7146 Wynnridge Drive	634-1866	421-0033	-	
Crutcher	Joe & Stephanie	7110 Wynnfield Drive N	895-5631	501-3553	6302Gunner@comcast.net	
Davidson	Russell & Amanda	7133 Wynnfield Drive S.	634-3853	753-8659	russj davidson@msn.com	Ethan, Abby
Dennis	Nancy	3218 Wynnfield Drive W.	634-4090	463-2610 C	nancydennis@robertsbrothers.com	

Wynnfield Directory
February 2016

<u>Last Name</u>	<u>First Names</u>	<u>Street Address</u>	<u>Phone</u>	<u>Alt. Phone</u>	<u>Email</u>	<u>Other</u>
Dodge	Ronald & Margaret	7167 Wynnridge Drive	634-3460	401-4784	ronald_dodge@comcast.net	
Elliott	Logan & Melanie	7216 Wynnridge Drive	639-2273	510-8675	mellyb1981@aol.com	Grace-8 Ann-6,Katie Claire-4
Elliott	Logan & Melanie	7137 Wynnfield Drive S.			Logan.Elliott@WFAvisors.com	
Ellisor	Steve & Marianne	7212 Wynnridge Drive	634-3079	454-1421 S 454-1527 M	mnellisor1@bellsouth.net, steve@christUMCmobile.com	
Esters	Yolanda	7184 Wynncliff Drive	634-4743		yolanda.esters@yahoo.com	
Fields	Tracy & Melba	3217 Wynnfield Court	607-0417	751-2721		
Fox	Eldridge & Phaedra	7117 Wynnfield Drive S.	421-3293	401-3088	ptfox@bellsouth.net	
Fridley	Doug & Tina	7158 Wynnridge Drive	634-4794	366-8598 D 454-6045 S	doug.fridley@evident.com scarletof@comcast.net	Taylor, Abby, Lauren
Fuzzell	Jill	7190 Wynncliff Drive	366-1761		jfuzz2008@gmail.com	Riley-7
Garcia	Richard & Alicia	7208 Wynnridge Drive	281-6300	281-6300	getalicia@inworship.org	Michael-11, David-8
Goodman	Daniel & Denise	7121 Wynnfield Drive S.	401-1679		denise.goodman@bp.com	
Hagler	Keith & Cindy	3213 Wynnfield Court	604-3424	377-8770	CindyJHagler@gmail.com	
Hanrath	Heinrich & Nancy	7125 Wynnfield Drive S.	639-9679	599-2785	heinrich.hanrath@comcast.net	
Hargrove	Lester	3204 Wynnfield Drive E.				
Henderson	Neil	7113 Wynnfield Drive S.	377-5278		neil.henderson58@gmail.com	
Herndon	Mae Ceal	7170 Wynnridge Drive	635-1486		maecher@comcast.net Buckslee816@comcast.net	
Hites	Michael & Annette	7124 Wynnfield Drive S.	H-634-8656	M-259-7397 A-422-0275	michael.hites1991@gmail.com etena816@comcast.net	Christopher,Katie Ann,Matthew
Hunt	Rusty & Jenny	3204 Wynnfield Court	510-3033		jenny.hunt@fcb-al.com	
Hwang/Waters	Richard & Shannon	3215 Wynncliff Court E.	639-0670	370-4099	rhwang@comcast.net dswaters@comcast.net	Megan, Emma
Illuminate	Dave & Debbie	7154 Wynnridge Drive		228/935-1766	illuminated@gmail.com	
Jabbari	Farshid	3218 Wynncliff Court E.	456-5062	605-7176	farshidJ@comcast.net	
James	William & Kim	3222 Wynnfield Drive W.	639-9669		Kjames@bellsouth.net	
Johnson	David & Susan	7170 Wynncliff Drive	895-5316-D	510-1459 S		
Juck	Mike & Beth	7148 Wynncliff Drive	639-9316	689-1277	joseph.juck@basf.com, virijuck@yahoo.com	
Kahn	Bob & Karla	3208 Wynncliff Court E.	232-0550		KarlaKahn@comcast.net	Amanda, Lauren, William
Kelley	Jim	3201 Wynnfield Court	454-3618		jkellybb@aol.com	
Kunche	Damodara & Saroja	3210 Wynnfield Drive W.	243-0553 H	243-0553 C	dkunche@yahoo.com	Venum, Jeetesh
MacWilliam	William & Kim	7140 Wynnfield Drive S.	633-2133	402-6793	kimmymac@bellsouth.net	Riley,Gavin,Colin
Mallenahalli	Kumar & Sudha	3213 Wynnfield Drive W.	337/806-3800 K	337/319-6217 S	sudhamallenahalli@gmail.com	

Wynnfield Directory
February 2016

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Meron	Thomas & Shannon	3219 Wynnfield Court W.	T-406/839-3322	S-423-1615	shannonmeron@gmail.com	
Martin	Larry & Brenda	7128 Wynnfield Drive S.	639-0482	583-8407	Brenda_Martin@comcast.net	
McCarron	AJ & Katherine	7155 Wynncliff Drive			dd.mccarron@UWSWA.org	
McQuiston	Dr. Samuel Sam Corsentino	3214 Wynncliff Court E.	607-9902		mcquiston@health.southalabama.edu sam@springdaletravel.com	
Montz	Thomas	7134 Wynnfield Drive N.	510-7431		tom.montz@BBVACompass.com	
Murphy	Derek & Karen	7120 Wynnfield Drive S.	633-0483	301-643-2174	derekjmurphy@msn.com	Connor, Ashlyn, Cole, Ava
Narahari	Dr. Praveen	7171 Wynnridge Drive			drnarahari@gmail.com	Arjun Reddy (6 mos)
Gatla	Dr. Shanthi	7171 Wynnridge Drive			drgatla88@gmail.com	
Nguyen	Loan & Scott Wolford	3211 Wynnfield Drive E.	377-6834		leslieloanatoz@yahoo.com	
Nguyen	Thuy & Tuan	7122 Wynnfield Drive N	545-7020	490-9853 Thuy	thuyrph@comcast.net	
Orrell	Chris & Penny	3212 Wynncliff Court W.	656-5335 C		pennyorrell@msn.com chrisorrell9@gmail.com	
Owen	Tyrone & Monica	7175 Wynnridge Drive				
Owens	Kenneth & Penny	3209 Wynnfield Drive W.	378-5631		kandpowens@msn.com	
Owens	Charles & Liz Owens	7129 Wynnfield Drive S.	634-1209	509-4438	chaliz@comcast.net	
Parker	Dean & Joanne	7162 Wynnridge Drive	583-3920		joanne@myparkers.net	reside 2516 Colonnades Dr. N.
Peykoff	Andrew & Virginia	7224 Wynnridge Drive	228-249-4917		wstevepugh@yahoo.com	c/o Steve Pugh
Petway	David & Annease	3208 Wynnfield Drive E.			alpetway@comcast.net	
Pfister	Bill & Sally	3219 Wynnfield Drive E.	607-0173	751-4450 S 680-4450 B	sallypf@comcast.net	
Qureshi	Dr. Yasmeen	7219 Wynnridge Drive				
Raley	George & Nancy	7163 Wynncliff Drive	776-7001	327-5470	Raley7773@aol.com	
Reed	Karl & Dedra	7174 Wynnridge Drive	633-9154		Karl37@comcast.net	Kourtney-19
Richter	Robbie & Laci	3209 Wynnfield Court	225-776-2118	225-205-6215	richterrob@yahoo.com lacibellot@yahoo.com	Marcelite -2
Ridgeway	Primus & Cheryl	7178 Wynnridge Drive	545-0703	219-6364	Cherry7520@aol.com PR7520A@MSN.com	
Roberts	Doug	7150 Wynnridge Drive	589-6202		Doug@DougR.com	
Roberts	Patrick & Donya	7211 Wynnridge Drive	510-3860 -P	366-9023-D	patrickdroberts@comcast.net sassydonya@yahoo.com	Grace & Faith (15) Garrett (17), Matthew (15)
Roe	Brent & Amy	7195 Wynncliff Drive	605-5851-B	605-7061-A	amyroe@hotmail.com brent.roe@wo	Macy
Rushing	Clay & Janet	7199 Wynncliff Drive	639-9844	751-4151	JHRushing@ATT.NET	
Sayers	Mark & Kimberly	7163 Wynnridge Drive	455-1880			David, Kirsten, Karl Lyn
Sayyad	Samir & Hadaya	7114 Wynnfield Drive N	639-7303	610-9694	samirasayyad42@yahoo.com	Maysoon

Wynnfield Directory
February 2016

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Scaturro	Shannon & Monica	3202 Wynnfield Court	510-1811 S	510-0350 M	sscat@comcast.net mojoscat@comcast.net	Jordan, Makenzie, Grant
Sirmans	Jeram & Brandy	7162 Wynncliff Drive	639-9134	635-5401 554-6984	jeramsirmans@yahoo.com	Jalyn, Jordan
Smith	Wilson & Sheryl	7118 Wynnfield Drive N	634-9882	610-9159 W 454-2961 S	sherylsmithprem@aol.com	
Smith	Bobby & Lori	7159 Wynnridge Drive	455-8589		loricavesmith@gmail.com	Mary Helen, Jackson
Stewart	Ben & Celia	7151 Wynncliff Drive	776-2888 -B	379-9972-C	benceliaci@yahoo.com	
Stillings	Tyler & Kollyn	3214 Wynnfield Drive W.	753-1753 T	978-3052 K	williamtstillings@gmail.com	Eden (7 mos)
Tew	Mike & Kaye	7201 Wynnridge Drive	633-3422	422-4253-K	mtew@sjlcontractors.com ktula@comcast.net	
Thomas	Sam & Laura	7143 Wynncliff Drive	(228) 239-7266		SRTH1942@gmail.com	
Thompson	Larry & Shelly	7187 Wynncliff Drive	583-1252		Olivia1001@bellsouth.net	Olivia, Owen
Thuss	Chuck & Jamie	3211 Wynncliff Court E.	639-8965	591-1219 J 680-5731 C	jamie_thuss@bellsouth.net chuck.thuss@bellsouth.net	Bethany, Brooke
Vinson	Joe	7147 Wynncliff Drive	342-8222			Lot 10, Wynncliff Ct
Vo	Phi & Brenda	3206 Wynnfield Drive W.	458-4280	554-5286	brphilipvo@gmail.com brendavo1975@gmail.com	Phillip, Jasmine
Walker	Lindsay & Dea	3200 Wynnfield Drive E.	634-4261		dtw515@bellsouth.net	
Ward	Kevin & Stephanie	7109 Wynnfield Drive S.	639-0353		stephanie.ward10@gmail.com kward@themineralgallery.com	
Welch	Rick & Diana	7152 Wynncliff Drive	635-1183	423-2272	diana@ashlandgeneral.com	
Welch	Greg & Kim	7183 Wynncliff Drive	634-0576	232-9679	greg@ashlandgeneral.com kim@ashlandgeneral.com	
White	Tim & Vicki	7135 Wynnfield Drive N.	401-6673 T	379-6582 V	whitetv@comcast.net	Rawley
Williams	Chad & Julia	7171 Wynncliff Drive	490-2622-C	490-9059-J	rcw47368@gmail.com jmw0212@aol.com	Marco, Isabel, Luisa
Wilson	Joe & Bobbie	7207 Wynnridge Drive	776-6925	401-0365	mytitleist59@aol.com	
Wilson	Tom & Cecilia	3220 Wynncliff Court W.	378-8292	227-3704	tfwilson649@gmail.com ceciliawilson325@comcast.net	
Windham	Mitchell & Tami	7202 Wynnridge Drive	232-2916 M	607-9057-H	mitchell.windham@bellsouth.net	
Windham	Mitchell & Tami	7147 Wynnridge Drive			mitchell.windham@bellsouth.net	(Lot 51)
Woodards	Clifford & Claudia	3216 Wynnfield Drive E.	634-9856	605-5204	cherylnicholls@comcast.net	Cheryl Nicholls 298-4335
Zoghby	Mary Jo	7191 Wynncliff Drive	610-9061		maryjozoghby@bellsouth.net	Christopher 422-3325(son)