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DECLARATION OF CONDOMINIUM

OF

Whitfield Condominium Association
(An Alabama Non-Profit Corporation)

Dated: January 5, 2012

This Instrument Prepared By:

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DECLARATION OF CONDOMINIUM OF

This Declaration is made this 5th day of January, 2012, by Whitfield Condominium Association, an Alabama limited liability company (the "Declarant"), pursuant to the provisions of the Alabama Uniform Condominium Act of 1991, Code of Alabama (1975) Sections 35-8A-101, et seq. (the "Act"), for the purpose of forming a condominium and establishing certain easements, covenants and restrictions to run with the land:

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property located in the City of Pelham more particularly described on Exhibit A attached hereto, which consists of approximately .825 acres more or less, containing different size condominium units, in accordance with the Map of the Whitfield Condominium, a Condominium, as prepared by Engineering Design Group, LLC on December 7, 2011, and which is included in Exhibit B attached to this Declaration (the "Property" or "Condominium Property");

WHEREAS, it is the desire and intent of the Declarant, by recording this Declaration, to establish a non-residential Condominium (as defined in the Act) to be known as Whitfield Condominium a Condominium under the provisions of the Act and to impose upon the real property covered hereby mutually beneficial restrictions under a general plan for the benefit of all of the Condominium Units contained therein and the Owners thereof;

NOW THEREFORE, Declarant, upon recording hereof, does submit that certain real property situated in the City of Pelham more particularly described on Exhibit A attached to this Declaration, together with the improvements thereon, and owned by the Declarant in fee simple absolute to the provisions of the Alabama Uniform Condominium Act of 1991, to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, improved and in any other manner utilized subject to the provisions of said Act and subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Declaration, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominium ownership and all of which shall run with the land and shall be binding on all parties (including Owners as hereinafter defined) having or acquiring any right, title or interest in said property or any part thereof, and shall be for the benefit of each Owner of any portion of said property or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest to the Owners thereof.

ARTICLE I
Definitions

Section 1.01: Definitions. Certain terms as used in this Declaration shall be defined as follows, unless the context clearly indicates a different meaning therefore:

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(a) "Act" means the Alabama Uniform Condominium Act of 1991, Code of Alabama (1975), §§ 35-8A-1, et seq., as the same may be amended from time to time.

(b) "Association" shall mean Whitfield Condominium Association, an Alabama non-Profit Corporation organized pursuant to the Alabama Business and Non-Profit Entities Law of which all Owners shall be members and which corporation shall administer the operation, management, maintenance, control and administration of the Condominium Property.

(c) "Board of Directors" or "Board" shall mean the Board of Directors of the Association, elected pursuant to the Bylaws of the Association

(d) "Bylaws" shall mean the set of Bylaws, a copy of which is attached hereto as Exhibit C, recorded simultaneously with this Declaration, providing for the self-government of the Condominium Property by the Association in accordance with §35-8A-301 of the Act, and such amendments thereto as may be recorded from time to time pursuant to the provisions of the Act.

(e) "Common Elements" shall mean and include the following:

(i) The Land;

(ii) The foundations and footings, bearing walls, perimeter walls, structural slabs, columns, beams and supports;

(iii) The roofs, lobbies, hallways, mechanical equipment, garbage and storage areas designated as common, stairways and entrances and exits, some of which may be designated as Limited Common Elements;

(iv) The compartments or installations of central services such as central air conditioning, ventilation, heating, power, light, electricity, fire protection, security, cold and hot water, plumbing, reservoirs, water tanks and pumps, sewer lines, flues, trash compactors, incinerators, and the like, whether now or hereafter installed, and all similar devices and installations existing for common use, but excluding all compartments or installations of utilities and services which exist for private use in the Units;

(v) The premises and facilities, if any, used for the maintenance or repair of the Property;

(vi) The parking areas;

(vii) Greens, roadways, landscaping, and central mail boxes;

(viii) The exterior courtyards and outdoor areas;

(ix) All easements, rights or appurtenances affecting or relating to the use of the Condominium Property; and

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(x) All other elements (other than the Units) desirable or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Property.

(f) "**Common Expenses**" shall mean the expenses arising out of the ownership of the Common Elements for which the Owners are liable to the Association and shall include, but not be limited to, expenses of administration of the Condominium Property; expenses of insurance; expenses of maintenance, operation, repair, replacement, rehabilitation, restoration, renovation and betterment of the Common Elements and any portion of a Unit maintained by the Association; any valid charge against the Condominium Property as a whole, including dues and assessments of the Whitfield Condominium Association (hereinafter the "Association"); and expenses declared to be Common Expenses by the provisions of the Condominium Documents, as the same may be amended from time to time, in accordance with the provisions thereof. Even though the parking spaces are designated as Limited Common Elements, parking area maintenance shall be a Common Expense.

(g) "**Common Surplus**" shall mean the excess of all receipts of the Association including, but not limited to, assessments, rents, profits and revenues over the amount of the Common Expenses.

(h) "**Condominium Documents**" shall mean this Declaration of Condominium and all Exhibits hereto, the Bylaws, the Articles of Incorporation of the Association, as the same shall be amended from time to time and the Rules and Regulations of the Association.

(i) "**Declaration of Condominium**" or "**Declaration**" shall mean this instrument and all Exhibits hereto as it, from time to time, may be amended.

(j) "**Developer**" or "**Declarant**" shall mean Paulette Whitfield, an individual, her successors and assigns, other than an Owner, who shall receive by assignment from the said Declarant, all or a portion of its rights hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.

(k) "**Land**" shall mean the parcel or tract of real estate described in Exhibit A to this Declaration, submitted to the provisions of the Act, and such other parcels or tracts of real estate as may be submitted to the provisions of the Act by amendment of this Declaration.

(l) "**Limited Common Elements**" shall mean and include any area designated as Limited Common Elements on the Plan and any amendment to the Plan and any areas defined in the Act as Limited Common Areas. The Limited Common Elements shall include among any other property so designated, any designated parking spaces or storage units that may be assigned to a Unit in the future, and the chutes, flues, wires, conduit, bearing walls, bearing columns or any other fixture serving or located within only one Unit. Additional Limited Common Elements shall be the hallways of each building, which shall be appurtenant to the Units which the hallways serve. Should any Limited Common Element ever be determined not to be a Limited Common Element under the Act, the same shall be part of the Common Elements with an exclusive easement of use appurtenant to the Unit to which it was originally assigned as a Limited Common Element.

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(m) "Limited Common Expenses" shall mean the expenses arising from the maintenance or repair of the Limited Common Elements for which the Unit Owners to which the Limited Common Elements attach shall be liable to the Association in the percentage amount as set forth in Exhibit D attached hereto. Limited Common Expenses shall include, but not be limited to, the expenses of maintenance, operation, repair, replacement, rehabilitation, restoration, renovation, and betterment of the Limited Common Elements; and expenses declared to be Limited Common Expenses by the provisions of the Condominium Documents, as the same may be amended from time to time, in accordance with the provisions thereof. Maintenance of the parking areas shall be a Common Expense hereunder.

(n) "Mortgage" shall mean a first lien mortgage on one or more Units.

(o) "Mortgagee" shall mean a holder of a Mortgage who has given notice to the Association that it is the holder of a Mortgage affecting all or any part of the Condominium Property as hereinafter provided.

(p) "Owner" or "Unit Owner" shall mean and refer to every person or entity that is a record Owner of a Unit.

(q) "Plan" or "Plat" shall mean the site and Unit Plan showing the Units, the Common Elements and the Limited Common Elements of the Condominium Property attached hereto as Exhibit B, and made a part hereof for all purposes, as such Plan may from time to time be amended.

(r) "Property" or "Condominium Property" shall mean the Land and all improvements and structures erected, constructed or contained therein or thereon, including all buildings and all easements, rights and appurtenance belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Owners, submitted to the provisions of the Act under this Declaration, as amended from time to time.

(s) "Rules and Regulations" shall mean those Rules and Regulations adopted from time to time by the Board of Directors of the Association that are deemed necessary for the enjoyment of the Condominium Property, provided they are not in conflict with the Act or the Condominium Documents.

(t) "Unit" or "Condominium Unit" shall mean the parts of the Condominium Property as set forth in the Plan intended for the exclusive ownership and possession by an Owner, together with the undivided interest in the Common Elements and the Limited Common Elements, if any, assigned to each Unit as herein provided. The private elements of each Unit are identified in a diagrammatic floor plan of the floor on which the Unit is situated as shown on the Plan and shall consist of the volumes or cubicles of space which lie between the lower, upper and lateral or parametrical boundaries described as follows:

(i) Upper and Lower Boundaries: The upper and lower boundaries extended to their planer intersections with the parametrical boundaries as follows:

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1. The upper boundary shall be the plane of the upper surface of the material which constitutes the ceiling;

2. The lower boundary shall be the plane of the upper surface of the subflooring material or concrete surface of the first floor, which serves as the Unit's floor. Any floor covering such as carpeting, vinyl, hardwood or ceramic tile is part of the Unit.

(ii) Parametrical Boundaries: The parametrical boundaries shall be the vertical planes of the exterior surfaces of the exterior windows and exterior doors, and the interior surfaces of the studs or raw walls of the perimeter wall of the Unit. All sheetrock, wall boards, including paint, wallpaper and like coverings, extended to their planer intersections with each other and with the upper and lower boundaries are part of the Unit.

Each Unit shall include all non-structural interior partition walls located within the boundaries of the Unit, except such part as may comprise part of the Common Elements; the decorated surfaces of all boundary walls, ceilings and floors, including wallpaper, paint, interior brick surface, lathe, wallboard, plaster, carpeting, flooring and other finishing materials; all immediately visible fixtures, appliances, cabinets and water and sewer pipes located within the boundaries of the Unit and serving only the Unit; and the mechanical systems and installations providing electrical power, gas, water, heating and air conditioning service to the Unit, including the individual compressor even though such equipment may be located outside the boundaries of the Unit, provided that no pipes, wires, conduits, ducts, flues, shafts and other facilities situated within such Unit and forming a part of any system serving one or more other Units or the Common Elements shall be deemed to be a part of such Unit; and provided further that no bearing wall providing structural support and located within the boundaries of the Unit shall be deemed part of the Unit.

ARTICLE II
Property Subject To This Declaration

Section 2.01: Description of Improvements and Identification of Units. The Condominium Property shall consist of one (1) Building of approximately Five Thousand, Six Hundred (5,600) square feet with a total of four (4) units possible.

A plat of the Land and improvements thereon and a graphic description of the improvements in which the Units are located, identifying each Unit by a number and/or letter so that no Unit bears the same designation as any other Unit, all in sufficient detail to identify the Common Elements, the Limited Common Elements and each Unit and their relative locations and approximate dimensions are set forth in the Plan attached hereto as Exhibit B.

Section 2.02: Amendment of Condominium Plan. Declarant reserves the right to change the interior design and arrangement of any Unit, to alter the boundaries between Units and to increase or decrease the number of Units so long as Declarant owns the Units so altered. Changes in the boundaries between the Units, as hereinbefore provided, shall be reflected by an amendment to the Plan, and if necessary, an amendment to this Declaration. An amendment to the Plan or the Declaration reflecting an alteration of the boundaries of the Units owned by

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Declarant need be signed and acknowledged only by the Declarant and need not be approved by the Owners and Mortgagees, whether or not such approval may elsewhere be required herein; provided, however, that any change which shall result in a change in the undivided interest in the Common Elements or Limited Common Elements or a change in the share of Common Expenses or Limited Common Expenses with respect to Owners of Units other than Declarant at the time of such change or which shall result in the alteration of boundaries of Units (other than the common walls separating the Units owned by the Declarant) may not be made without an amendment of this Declaration approved by the Owners and Mortgagees in the manner elsewhere required herein.

Section 2.03: Parking Spaces. The Condominium Property is served by certain unassigned parking spaces on the property, all of which is for use by the Owners and their employees, clients, guests, invitees, lessees or licensees on a first-come, first-served basis. However, Declarant reserves the right to adopt reasonable rules governing the use of all such parking spaces on the Property, including without limitation, the right to denote by signage or other physical markings: no parking areas, fire and safety lanes, parking spaces for disabled individuals, speed limits and a reasonable number of reserved or exclusive parking spaces for Owners, employees, invitees or others associated with the Property (hereinafter referred to as the "Parking Easement").

Section 2.04: Easements and Restrictions. The Units, Common Elements and Limited Common Elements shall be, and the same are hereby declared to be subject to the restrictions, easements, conditions and covenants prescribed and established in the Condominium Documents governing the use of said Units, Common Elements and Limited Common Elements and setting forth the obligations and responsibilities incident to ownership of each Unit and its appurtenant undivided interest in the Common Elements. Said Unit, Common Elements and Limited Common Elements are further declared to be subject to the restrictions, easements, conditions and limitations now of record affecting the Condominium Property. Additional easements established hereunder include the following:

(a) **Utility Easements**. Utility easements are reserved throughout the whole of the Property, including Units, as may be required for utility services (including, without limitation, water, sewer, gas, electricity, telephone, cable television, computer connections and other utility lines) in order to adequately serve the Condominium Property. Declarant reserves the right to dedicate all or a portion of Land for a utility easement to be determined by the Developer.

(b) **Utility Equipment**. There may be utility equipment which is appurtenant to the Units, but which is located on the Common Elements. An easement is hereby reserved in favor of each Unit for the purpose of placement, maintenance, repair and replacement of said utility equipment by Declarant and the Owners of the Unit; provided that no utility equipment shall be placed on any part of the Common Elements or Limited Common Elements other than the present location or such location as shown on the as-built plan unless the written approval of the Association shall have been first obtained.

(c) **Easements for Ingress and Egress**. The Common Elements shall be, and the same are hereby declared to be subject to a perpetual nonexclusive easement of way over all roads, parking areas, walkways, halls, stairways, and other common areas in favor of all Owners for all

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proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended for the enjoyment of said Owners, subject to all restrictions in the Condominium Documents.

(d) Easement for Use of Leased or Acquired Property. Each Unit Owner shall have a nonexclusive easement for use of any property hereafter acquired by the Association for the common benefit of the Owners by purchase, lease or otherwise for all normal and proper purposes for which the same are reasonably intended, subject to all restrictions in the Condominium Documents and the Rules and Regulations.

(e) Easements for Encroachments. To the extent that any Unit, Common Element or Limited Common Element encroaches on any other private element, Common Element, or Limited Common Element, whether by reason of any deviation from the Plan in the original construction, repair, renovation, restoration or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement shall exist for the encroachment and/or the maintenance of the same, so long as the encroaching Unit, Common Element or Limited Common Element stands. This easement, however, shall not relieve an Owner of liability for his or her agent's negligence, intentional acts or willful or intentional misconduct in causing the encroachment. In the event any Unit, or adjoining Unit, or any adjoining Common Elements or Limited Common Elements shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then constructed, reconstructed or repaired, encroachment of parts of the Common Elements or Limited Common Elements upon any Unit, or encroachment of any Unit upon any other Units, Common Elements or Limited Common Elements resulting from such construction, reconstruction or repair shall be permitted, and valid easements for such encroachment and the maintenance thereof shall exist so long as the encroaching improvements shall stand.

(f) Easement of Support. Each Unit and the Common Elements and Limited Common Elements shall have an easement of support from every other Unit, Common Elements or Limited Common Elements which provide such support.

(g) Easement for Use of Limited Common Elements. Each Owner of the Limited Common Elements shall have an easement for the repair, maintenance and upkeep of the Limited Common Elements and for ingress and egress to and from the Limited Common Elements for so long as the Limited Common Elements exist. The aforesaid easement shall be for the benefit of each Unit Owner to which the Limited Common Element is appurtenant.

(h) Easements Appurtenant to Units. The easements and other rights created herein for the Unit Owners shall be appurtenant to the Unit of that Owner and all conveyances of title to the Unit shall include a conveyance of the easements and rights as are herein provided even though no specific reference to such easement and rights appear in such instrument. The Owners do hereby designate the Declarant and/or the Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by the provisions hereof.

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(i) Easements for Drainage and Irrigation. Declarant hereby creates, establishes and reserves unto Declarant for the benefit of Declarant and all Occupants, non-exclusive perpetual storm and surface water drainage and irrigation easements for the benefit of the Land in, on, under, over, above, across and through the entirety of the Land (hereinafter referred to as the "Drainage and Irrigation Easements"). The Drainage and Irrigation Easements and all rights in and to the Drainage and Irrigation Easements are declared, created, made and reserved for the purpose of providing surface and storm water drainage and irrigation for the entirety of the Land and, at Declarant's option, Declarant's adjacent property, if any, (the "Drainage and Irrigation System"). The Drainage and Irrigation System shall include all equipment, fixtures and facilities used in connection with the Drainage and Irrigation Easements (including without limitation, water detention and retention and dry detention areas, fountains to aid in the aeration of any detained or retained water, ditches, surface tiles, underground tiles, pipes and lines, pumps, pump stations, sprinklers, wells, computer systems to control irrigation and other drainage and irrigation facilities and improvements) (the "Drainage and Irrigation Equipment"). Declarant further creates, establishes and reserves unto Declarant the right to impose, restrict or otherwise modify any portion of the Drainage and Irrigation System or Drainage and Irrigation Equipment necessary to comply with the terms of the City of Pelham and any of its regulatory boards.

(j) Easement for Signs. Declarant hereby declares, creates, makes and reserves directory sign easements in favor of Declarant, each of which easements shall be in, on, under, over, above, across and through the entirety of the Land (the "Directory Sign Easements"). The Directory Sign Easements and all rights in and to the Directory Sign Easements are declared, created, made and reserved for the purposes of installing, erecting and providing signs which provide information and identify the addresses of the Unit Owners and their lessees or licensees of the Property (the "Directory Sign(s)").

(k) Easements, Restrictions and Covenants Running With the Land. Except as expressly set forth herein to the contrary, the easements, restrictions and covenants imposed on the Land pursuant to the terms and provisions hereof shall be binding upon all present and future owners, users, lessees or licensees of the Property and shall inure to the benefit of Declarant, Unit Owner, lessees or licensees and their grantees, successors and assigns. Such restrictions and covenants shall run with and bind the Land.

(l) Easement for Governmental Authorities. Declarant does hereby grant to each branch, bureau, department and agency of any and all city, county, state and federal governmental or quasi-governmental agencies, bureaus, departments, divisions or regulatory authorities having jurisdiction over any portion of the Property ("Governmental Authorities"), and their respective agents, employees and representatives, a permanent, perpetual and non-exclusive easement over, across, through and upon the Property for the purposes of performing such duties and activities related to law enforcement, fire protection, trash, garbage and refuse collection, building inspection services, mail and package delivery, medical and emergency services and any other functions or duties to be performed by the said Governmental Authorities as shall be required or appropriate from time to time.

Section 2.05: Ownership of Common Elements. Each Owner shall own an undivided interest in the Common Elements with all other Owners, and, except as otherwise limited in this

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Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of the Unit as herein provided, without hindering or encroaching upon the lawful rights of the other Owners, which rights shall be appurtenant to and run along with the Units. The extent or amount of such ownership shall be expressed by a percentage relating to each Unit and shall remain constant, unless changed in accordance with the provisions of Section 2.02 hereof or by the unanimous approval of all Owners and Mortgagees affected hereby. The percentage ownership in the Common Elements relating to each Unit is set forth on Exhibit D attached hereto and has been calculated based on the square footage per Unit.

Section 2.06: Rights in or to Limited Common Elements. The Limited Common Elements appurtenant to the Unit shall be as described by the Act, as shown on the Plan, and as shown on Exhibit D attached hereto. The description shall be expressed by identifying the type of Limited Common Elements which are appurtenant to the Unit, if any, and the Owners of such Units shall have the exclusive right to use such Limited Common Elements so designated or described unless changed by the Declarant as permitted in Section 2.02 hereof or by the unanimous approval of the Owners of the Units to which the Limited Common Elements are appurtenant and their respective Mortgagees. Each Owner of a Unit to which the Limited Common Element is appurtenant shall have the right to use the Limited Common Element for all purposes incident to the use and occupancy of his Unit as herein provided without hindering or encroaching upon the lawful rights of the other Owners, which rights shall be appurtenant to and run along with the Units to which the Limited Common Elements are attached.

Section 2.07: Right to Relocate Utility Laterals and Drainage and Irrigation Equipment and Define Same. From time to time Declarant and/or the Association may, at their respective expense and without the consent of Unit Owners, relocate the Utility Laterals and the Drainage and Irrigation Equipment; provided, that such relocation does not result in any material interruption of utility service to the Property or any change in percentage ownership of an Owner and that the relocated Utility Laterals are of at least the same quality and have at least the same capacity as the Utility Laterals as originally installed.

Section 2.08: Right to Promulgate Rules. Declarant and/or the Association may, from time to time, promulgate reasonable rules and regulations concerning the use of the Property and the easements granted herein. The Directory Sign Easements shall remain within the exclusive control of Declarant. The Property and Units thereon, shall also be subject to such rules and regulations promulgated by the Association, as may exist or be adopted from time to time. A copy of all current rules and regulations by the Association that affect the Property and Units is attached hereto as Exhibit G.

Section 2.09: Right to Abandon or Vacate Easements and to Reconfigure the Property and Easements. Declarant shall have the right unilaterally, from time to time, to abandon or vacate, either in whole or in part, easements contained herein, and to reconfigure the size and shape of the Property and Easements for any reason, including without limitation, to accommodate enlargements or reductions in the size of the Property, or partial condemnations of portions of the Land by any lawful governmental authority.

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Section 2.10: Right to Designate Environmental Conservation Easement. Declarant does hereby establish and reserve for itself, the Association, and their respective agents, employees, successors and assigns, a permanent and perpetual right and easement on, over, across and upon those portions of any Land for the purpose of (a) taking any action necessary to effect compliance with any watershed, soil erosion or environmental rules, regulations and procedures from time to time promulgated or instituted by any Governmental Authorities (as defined in 2.5 above) or otherwise set forth herein and (b) to effect the draining of storm water and water run-off into any water channels, retention ponds or lakes to be constructed thereon. Declarant does hereby establish and reserve for itself the right to donate any undeveloped portion or tract of the Land and to take the exclusive benefit of any tax advantages associated with any such action.

Section 2.11: Maintenance, Repair and Replacement Obligations; Insurance. Declarant shall maintain and repair all equipment and improvements located within the Easements, including without limitation, all roads, parking areas, sidewalks, asphalt, concrete, curbs, gutters, lighting fixtures, signage, irrigation lines, drainage swales, ponds, conduits and facilities, landscaping, Drainage and Irrigation Equipment and Utility Laterals (hereinafter the "Improvements"). Declarant shall replace, in whole or in part, the Improvements when Declarant, in its sole discretion, determines that replacement is necessary or appropriate to satisfy the obligations of Declarant to maintain and repair the Improvements. Declarant shall procure and maintain policies of public liability insurance in such commercially reasonable amounts as Declarant deems to be appropriate, which insure Declarant and the owners of the Property against liability for property damage, personal injury and loss of life occurring on, or in connection with the use of Easements. Declarant shall procure and maintain policies of casualty insurance containing, if available, a waiver of subrogation provision or endorsement with such insurance to be in such commercially reasonable amounts as Declarant deems to be appropriate and necessary to compensate Declarant for casualty damages to, and destruction of, the Improvements. Declarant may, from time to time, assign (in writing) its obligations described in this Section. Any such assignment to the Association shall release the Declarant from further obligation of such assigned duty.

ARTICLE III
Organization And Management

Section 3.01: Management of the Condominium Property. Operation and administration of the Condominium Property shall be performed by Whitfield Condominium Association, Inc. an Alabama non-profit corporation. The powers and duties of the Association shall include those set forth in, without limitation, the Act, the Alabama Business and Non-Profit Entities Law, this Declaration, the Articles of Incorporation and the Bylaws, as they may be amended from time to time.

Section 3.02: Members. The members of the Association shall consist of all record Owners of the Units. Change of membership in the Association shall be established by recording in the public records of Shelby County the deed or other instrument establishing record title to a Unit in the Condominium Property, and the delivery to the Association of a certified copy of such instrument, the Owner designated by such instrument thereby becoming a record Owner and a member of the Association. Membership of the prior Owner shall thereby be terminated as to said Unit. All present and future Owners, tenants and occupants of the Units shall be subject to and

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shall comply with the provisions of the Declaration, the Bylaws and the Rules and Regulations, as the same may be amended from time to time. The votes for a Unit shall be cast by the record Owner thereof or the duly authorized proxy of the record Owner in the manner provided in the Bylaws. Each Unit Owner is entitled to the number of votes for each Unit owned by him as set forth in Exhibit C attached hereto.

Section 3.03: Bylaws. The Bylaws of the Association shall be in the form attached as Exhibit C to this Declaration, and may be amended from time to time as set forth therein.

ARTICLE IV
Assessments

Section 4.01: Liability, Lien and Enforcement. The Association is given the authority to administer the operation and the management of the Condominium Property, it being recognized that the delegation of such duties to one entity is in the best interest of the Owners of all Units. To provide the funds necessary for such proper operation, the Association is hereby granted the right to make, levy, and collect annual assessments against the Owners of all Units to pay Common Expenses and such other expenses which the Association is authorized to incur under the terms and conditions of this Declaration. The Association is also authorized to make, collect and levy assessments against Unit Owners for reimbursement of expenses the Association is caused to incur by reason of any act of the Unit Owner, its employees, clients, guests, invitees or tenants for damages of any nature and for penalties for rules violations. In furtherance of said grant of authority to the Association to make, levy and collect assessments to pay the costs and expenses for the operation and management of the Condominium Property, the following provisions shall be effective and binding upon the Owners of all Units.

Section 4.02: Assessments.

(a) All assessments for the payment of Common Expenses shall be levied annually against the Owners of all Units, and unless specifically otherwise provided for in this Declaration, each Owner of a Unit and his Unit shall bear the same percentage share of such assessment as the percentage share of ownership for the undivided interest in the Common Elements appurtenant to said Unit as set out in Exhibit D. The assessments for Common Expenses shall be payable over the course of the year in advance monthly installments commencing on the date of purchase of a Unit or in such other installments and at such times as may be determined by the Board of Directors of the Association.

(b) Assessments for the payment of Limited Common Expenses may be levied against the Owners of those Units to which the Limited Common Elements are appurtenant if the Board of Directors determines that it is the most equitable method of assessment for Limited Common Expenses. The Limited Common Expenses may also be included in Common Expenses and assessed in the same proportion as Common Expenses if the Board of Directors chooses this method of assessment. The assessments for Limited Common Expenses, if any, shall be payable in such installments and at such times as may be determined by the Board of Directors of the Association.

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(c) The Association may assess the Owners of Units for the repair and maintenance of various components of the Common Elements or Limited Common Elements based on the usage of any component of the Common Elements or Limited Common Elements. Such assessments shall not be included in the assessment for Common Expenses, but shall be payable in such manner and at such times as may be determined by the Board of Directors of the Association.

Section 4.03: Annual Budget. Within sixty (60) days prior to the beginning of each calendar year, the Board of Directors of the Association shall adopt a proposed annual budget for such calendar year, and such budget shall project the amount of funds for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Property, including reasonable allowances for contingencies and reserves therefore, in accordance with the Act and this Declaration. Said budget shall take into account any projected anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. Within thirty (30) days after adoption of such annual budget by the Board of Directors of the Association, copies of said budget shall be made available to each Unit Owner and the Board shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after delivery of the budget to the Unit Owners. Unless at the meeting a majority of the Unit Owners presents in person or by proxy reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected the budget for the last year shall continue in effect until such time as a new budget is ratified. If the budget is ratified the assessment for said year shall be established based upon such budget.

Should the Board of Directors at any time determine in the sole discretion of said Board of Directors that the assessments levied are or may prove to be insufficient for any reason including emergencies and non-payment of any Owner's assessment, the Board of Directors shall have authority to levy such additional assessments as it shall deem necessary in accordance with the applicable provisions of the Condominium Documents and the Act. The initial projected and estimated annual operation budget for the Condominium Property is attached to the Declaration as Exhibit E.

Section 4.04: Omission of Assessment. The omission by the Association, before the expiration of any year, to fix the assessments for that or the next year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay assessments or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

Section 4.05: Detailed Records. The Association shall keep detailed, accurate records in chronological order of all of the records, receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements, Limited Common Elements and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by any Owner or his representative at convenient hours of weekdays in the county where the Condominium is located.

Section 4.06: Payment of Common Expenses and Limited Common Expenses by Unit Owners All Unit Owners shall be obligated to pay any assessment for Common Expenses and

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Limited Common Expenses adopted by the Board of Directors pursuant to the terms of this Article IV. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses or Limited Common Expenses by waiver of the use or enjoyment of any of the Common Elements, Limited Common Elements or by abandonment of his Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses or Limited Common Expenses assessed against his Unit subsequent to a sale or other conveyance by him of such Unit. The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the latter up to the time of conveyance without prejudice to the purchaser's right to recover from the selling Unit Owner the amounts paid by the purchaser therefore. Whenever any Unit may be sold or mortgaged by the Owner thereof, which sale shall be concluded only upon compliance with the other provisions of this Declaration, the Association, upon written request of the Owner or purchaser of such Unit, shall furnish to the Owner, the purchaser or any proposed Mortgagee (within the time period prescribed by the Act) a statement verifying the status of the payment of any assessment which shall be due and payable to the Association by the Owner of such Unit and the other information required by the Act. In the event that a Unit is to be sold or mortgaged when any assessment is outstanding against the Owner of such Unit and such assessment due the Association is in default, the purchase or mortgage proceeds shall first be paid by purchaser or Mortgagee to the payment of any delinquent assessment or installment due the Association before the payment of the proceeds to or on behalf of the selling Unit Owner.

Section 4.07: Default in Payment of Assessments.

(a) The payment of any assessment or installment thereof due the Association shall be in default if such assessment or any installment thereof is not paid to the Association on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment due the Association shall bear interest at the maximum legal rate on judgments or eighteen percent (18%), whichever is greater, until such delinquent assessment or installment and all interest due thereon has been paid in full. The Association shall have a lien against Units for delinquent assessments. Said lien shall secure and does secure the monies due for all assessments then or thereafter levied against the Unit, and such lien shall also secure interest, if any, which may be due on the amount of any delinquent assessment owing the Association. Said lien shall also secure all costs and expenses, including late penalties and reasonable attorneys' fees incurred by the Association in collecting delinquent assessments and enforcing the lien upon said Unit and its appurtenant undivided interest in the Common Elements or Limited Common Elements. The lien granted to the Association may be foreclosed in the same manner as real estate mortgages in the State of Alabama but the Association shall give reasonable advance notice of its proposed action to the Unit Owner, the Mortgagee and all other lien holders of record of the Unit. The lien granted to the Association shall further secure such advances for taxes and payment on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to protect and preserve its lien, and the Association shall further be entitled to interest at the maximum legal rate on judgments or eighteen percent (18%), whichever is greater, on any such advance made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any Unit or who may be given or acquire a mortgage, lien or other encumbrance thereon are hereby placed on notice of the lien rights granted to the Association and shall acquire such interest in any Unit expressly subject to the lien.

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(b) The lien herein granted to the Association shall be effective from and after the time of recording in the Probate Office of Shelby County this Declaration of Whitfield Condominiums and no further recordation of any claim of lien for assessment under this section is required. Such lien shall include only assessments which are due and payable when the action to enforce the lien is commenced plus late penalties and penalties imposed by the Association for Rules and Regulations violations, interest, costs, reasonable attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided.

Section 4.08: Election of Remedies. Institution of a suit at law to collect payment of any delinquent assessments shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection by foreclosure of any sums remaining owing to it. Nor shall proceeding by foreclosure to effect such collection be deemed to be an election precluding the institution of a suit at law to collect any sum then remaining owing to the Association. The Association shall be entitled to bid at any sale held in connection with the foreclosure of the assessment lien and may apply as a cash credit against its bid all sums secured by the lien enforced.

ARTICLE V
Maintenance And Operation Of The Condominium Property

Section 5.01: The Association's Obligation to Repair. The Association, acting through the Board of Directors shall be responsible for the maintenance, repair and replacement of the following; the cost of which shall be charged to all Unit Owners as a Common Expense:

(i) The Common Elements, which by definition excludes the surfaces of all interior walls, floors; ceilings, entrance doors, and windows of a Unit;

(ii) Incidental damage caused to a Unit by any work done by the Association;

(iii) Portions of Common or Limited Common Elements contained in the Units contributing to the support of the building, including outside walls and load bearing columns, excluding, however, interior wall, ceiling and floor surfaces; and

(iv) The parking areas, including the parking spaces, which are Common or Limited Common Elements.

The Association shall be responsible for the maintenance, repair and replacement of the exterior doors and windows of the Units, including the door frames, the window frames and related structures, all of which are part of the Unit, the cost of which shall be assessed against the Unit Owner as a special assessment. The Association acting through the Board of Directors also shall be responsible for the maintenance, repair and replacement of the Limited Common Elements, the cost of which may be charged to all Unit Owners to which said Limited Common Elements being maintained repaired or replaced attach as a Limited Common Expense. The Association shall inspect the Condominium Property at least annually for repair and maintenance requirements, and shall promptly undertake the repair and maintenance thereof.

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This Section 5.01 shall not relieve a Unit Owner of liability for damage to the Common Elements, Limited Common Elements, a Unit of another person, adjacent property or any other property caused by the Unit Owner, its employees, clients, guests, invitees, lessees or licensees as a consequence of an accident or the negligence, recklessness or willful misconduct of such person. The cost of repair for any damage so caused by the Unit Owner, its employees, clients, guests, invitees, lessees or licensees, shall be a special assessment against the Unit Owner.

Section 5.02: Each Owner's Obligation to Repair.

(a) Except for those portions of the Condominium Property which the Association is required to maintain and repair, each Owner shall, at such Owner's expense, maintain the property attributable to his Unit in good tenantable condition and repair, and shall be responsible for the repair, maintenance and replacement, if necessary, of the following items in his Unit:

(i) The fixtures and equipment in his Unit, including equipment within the Unit; drains, sinks, plumbing and plumbing fixtures and connections within the Unit and serving only the Unit; electrical panels, wiring, outlets and electric fixtures within the Unit; interior doors, interior surfaces of the window frames, screening and glass; and interior surface of all exterior doors; all wall coverings including paint, wallpaper and light coverings; and all floor coverings, including carpeting, hardwood, vinyl and ceramic tile within a Unit.

(ii) The plumbing, heating, air conditioning, communication and electrical systems serving only that Unit, whether located within or without the boundary of that Unit, including the fuse boxes, wiring, flues, and all other plumbing, electrical, gas, communication systems or mechanical systems. In the event any such system or a portion thereof is within another Unit or requires access to another Unit, the repair, maintenance or replacement thereof shall be performed by the Association, and the cost thereof shall constitute an assessment against the Unit Owner responsible therefore.

(b) Each Unit Owner agrees as follows:

(i) To perform all maintenance, repairs and replacements which are his obligations under subparagraph (a) of this Section 5.02;

(ii) To pay all utilities as herein provided and all taxes levied against his Unit;

(iii) Not to make, or cause to be made, repairs to any plumbing, heating, ventilation or air conditioning systems located outside his Unit but required to be maintained by him under subparagraph 5.02(a)(ii), except by licensed plumbers, electricians or heating and air conditioning professionals authorized to do such work by the Association or its delegate;

(iv) Not to make any addition or alteration to the Unit or to the Common Elements or Limited Common Elements or to do any act that would impair the structural soundness, safety or overall design scheme of any part of the Condominium Property or

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that would impair any easement or right of a Unit Owner without the prior written consent of the Association and all Unit Owners affected thereby;

(v) Not to make any alteration, addition, improvement, decoration, repair, replacement or change to the Common Elements, Limited Common Elements, or to any outside or exterior portion of the Unit, excluding any alteration or additions made pursuant to the procedure described in subparagraph (iv) above and including, but not limited to, altering in any way exterior doors, affixing outshutters to windows or painting any part of the exterior part of the Unit, without the prior written consent of the Association; provided that if such consent is granted, the Unit Owner shall use only a contractor approved by the Association, who shall comply with all Rules and Regulations with respect to the work which may be adopted by the Association, and the Unit Owner shall be liable for all damages to another Unit or to the Common Elements or Limited Common Elements caused by any contractor employed by such Unit Owner or by the subcontractors or employees of such contractor, whether said damages are caused by negligence, accident or otherwise; and

(vi) To promptly report to the Association any defects or needed repairs for which the Association is responsible; and

(vii) To have power on in each Unit, and to maintain a minimum temperature of fifty degrees (50°) Fahrenheit and a maximum temperature of eighty degrees (80°) Fahrenheit; and

(viii) Any work performed by Owner hereunder shall be performed in a good and workmanlike manner and, upon completion thereof, Owner shall furnish the Association with waivers and affidavits confirming that all contractors, subcontractors, laborers, and materialmen who have performed work on the Premises have been paid in full. Such waivers and affidavits shall be in a form acceptable to the Association and in accordance with the applicable Alabama statutes. Owner hereby indemnifies the Association against and shall keep the Premises and the Condominium free from all mechanic's Liens or such other liens arising from any work performed, material furnished, or obligations incurred by the Owner in connection with the Premises or the Condominium. Should mechanic's, materialmen's, or other Liens or claims thereof be filed against the Premises or any portion of the Condominium by reasons of Owner's acts or omissions or because of a claim against Owner, Owner shall cause the lien to be canceled and discharged of record by bond or otherwise within ten (10) days after filing. Should Owner fail to cause such lien to be so discharged or bonded, Owner shall be in violation of this Declaration, and Landlord may exercise any or all remedies available to the Association. The Association may, at its option, within sixty (60) days following Owner's failure to so do, discharge the same by paying the amount claimed to be due, and Owner shall pay as an additional Assessment on demand the amount so paid, interest at the highest legal rate not to exceed eighteen (18%) percent per annum computed from the date of such discharge by the Association, and all costs and expenses incurred by the Association, including, but not limited to, reasonable attorney's fees in processing such discharge.

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(c) The Association shall be obligated to answer any request by a Unit Owner of any required approval of a proposed addition, alteration or improvement (by painting or otherwise) within forty-five (45) days after such request; but its failure to do so within the stipulated time shall not constitute a consent of the Association to the proposed addition, alteration or improvement. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Association, without, however, it incurring any liability on the part of the Board of Directors or any of them or the Association to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim of injury to a person or damage to property arising therefrom. The review by the Association under this Section 5.02 shall in no way make the Association liable for any alterations, additions, or improvements by any Unit Owner. Rather, such review is for purposes of aesthetics and control only. The Board of Directors shall have the right to appoint a committee to make recommendations to the Board regarding any request for review; however, the Board is not obligated to appoint a committee and is not obligated to follow the recommendation of a Committee, so appointed. The provisions of this section shall not apply to Units owned by the Declarant until a deed for such Unit has been delivered to a purchaser other than Declarant.

(d) Owner shall not alter the exterior or structure of the Premises including, without limitation, the storefront, heating, ventilating, air-conditioning, or sprinkler systems, and/or signs.

Owner shall at all times keep the Premises in good repair including the storefront thereof so as to maintain its professional and sightly appearance. Owner shall not, however, change the storefront, or the decorative or architectural treatment of the Premises, without the Association's prior written consent. Owner shall promptly remove upon order from the Association any decoration or architect change which has been applied to or installed upon the Premises without the Association's prior written consent or take such other action with reference thereto as Landlord may direct.

Section 5.03: Alterations, Additions and Improvements by the Association. Except in the case of loss or damage to the Common Elements or Limited Common Elements as contemplated by Article VIII of the Declaration, the Association shall not make any material structural alterations, capital additions or capital improvements to the Common Elements or Limited Common Elements (other than for the purpose of replacing, restoring or rehabilitating portions of the Common Elements or Limited Common Elements which is in accordance with the Declaration and which does not require expenditures of more than $10,000, over and above any funds used from the reserve fund for that purpose) unless the same is authorized by the Board of Directors of the Association and ratified by the affirmative vote of the voting members casting not less than 75% of the total votes of the members of the Association present at any regular or special meeting of the Unit Owners called for that purpose at which a quorum is present and approved by a majority of the Mortgagees eligible to vote therefore. The cost of the foregoing shall be assessed against the Owners of Units as provided in Article IV hereof except as otherwise provided in this Section 5.03. Where any alterations or additions as aforesaid are exclusively or substantially exclusively for the benefit of the Unit Owners requesting the same, then the cost of such alterations or additions shall be assessed against and collected solely from the Unit Owners exclusively, or substantially exclusively, benefiting therefrom, and the assessment shall be levied in such proportions as may be determined to be fair and equitable by the Board of Directors of the Association. Where such

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alterations or additions exclusively, or substantially exclusively, benefit Unit Owners requesting the same, said alterations and additions shall be made only when authorized by the Board of Directors and ratified by not less than seventy-five percent (75%) of the total votes of the Unit Owners exclusively, or substantially exclusively, benefiting therefrom. Alterations, improvements or repairs of an emergency nature may be made upon authorization by a vote of the majority of the Directors available for consultation if the same is necessary and in the best interest of the Unit Owners. The terms of this section 5.03 notwithstanding, any alterations, additions and/or improvements contemplated herein will remain subject to the Board of Directors of the Association.

Section 5.04: Utilities. Each Unit Owner shall be required to pay all charges for utilities serving that Unit, including electricity, water, sewer, cable television, computer connections and telephone service, used or consumed in his Unit. The utilities serving the Common or Limited Common Elements only shall be separately metered and paid by the Association as a Common or Limited Common Expense. The Association shall have authority, however, with regard to any utility, to use a common meter, pay the cost of such utilities used or consumed in the Units, and have the costs thereof apportioned among the Units based upon the Common or Limited Common Expense liability, use of the utility, or any other formula the Association may deem appropriate.

ARTICLE VI
Restrictions On Use Of Units, Common Elements And Limited Common Elements

Section 6.01: Rules and Regulations of the Association. The Association is authorized to promulgate, amend and enforce Rules and Regulations concerning the operation and use of the Condominium; provided that such Rules and Regulations are not contrary to or inconsistent with the Act and the Condominium Documents. A copy of the Rules and Regulations shall be furnished by the Board of Directors to all Unit Owners prior to the time they become effective. All present and future Unit Owners, tenants, and occupants of the Units and any person who uses any part of the Condominium Property in any manner, are subject to, and shall comply with the provisions of the Condominium Documents and the Rules and Regulations. The acquisition, rental or occupancy of a Unit or the use of any part of the Condominium Property by any person shall constitute its agreement to be subject to and bound by the provisions of the Condominium Documents and the Rules and Regulations, and such provisions shall be deemed to be enforceable as equitable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated in full in each and every deed of conveyance or lease thereof. The Association may promulgate enforcement provisions for violation of any Rule or Regulation by an Owner, his employees, guest, invitees, lessees or renters, including the payment of penalties for such violations.

Section 6.02: Restrictions on Use. The use of the Condominium Property is subject to the following restrictions:

(a) Each Unit in the Condominium is hereby restricted to a legal commercial/business use. The parking areas are restricted to the parking of passenger vehicles, which may include pick-up trucks, sport utility vehicles and motorcycles, which fit within defined striping and do not encumber the neighboring parking spaces. No mobile homes, motor homes, trailers, trucks (except delivery vehicles for the limited purpose of deliveries to Declarant, the Association, Unit

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Owners or lessees), tractors, tools, construction machinery and equipment of any nature, boats and any other type of watercraft, including boat trailers, and any other similar types of vehicles, machinery or equipment shall be stored or allowed to remain on the Property, unless necessary for the purposes of maintenance, upkeep or construction of the improvements to the Land and/or Buildings.

(b) There shall be no obstruction of the Common Elements or Limited Common Elements, nor shall anything be kept or stored in the Common Elements or Limited Common Elements, nor shall anything be constructed on or planted in or removed from the Common Elements or Limited Common Elements, nor shall the Common Elements or Limited Common Elements in any other way be altered without the prior written consent of the Association.

(c) No immoral, improper, offensive or unlawful use shall be made of any Unit, Common Elements or Limited Common Elements, or any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction over the Condominium Property shall be observed.

(d) No Owner shall permit anything to be done or kept in its Unit or in the Common Elements or Limited Common Elements which will result in any increase of fire or hazard insurance premiums or the cancellation of insurance on any part of the Condominium Property, or which would be in violation of any law. No waste shall be committed to the Common Elements or Limited Common Elements.

(e) No sign of any kind shall be displayed to the public view on or from any part of the Condominium Property, without the prior written consent of the Board of Directors of the Association, except signs temporarily used by the Declarant in the selling or leasing of the Units.

(f) No noxious or offensive activities shall be carried on, nor shall any outside lighting or sound speakers or other sound producing devices be used, nor shall anything be done, on any part of the Condominium Property which in the judgment of the Board of Directors of the Association, may be or become an unreasonable annoyance or nuisance to the other Owners.

(g) No Owner shall cause or permit anything to be placed on the Common Elements or Limited Common Elements immediately surrounding the Unit. No sign, awning, canopy, window air conditioning unit, shutter, or other fixture shall be affixed to or placed upon the exterior walls or roof of any building on the Limited Common Elements or any part of the Common Elements, without the prior written consent of the Board of Directors of the Association.

(h) The Common Elements and Limited Common Elements shall be kept clear of rubbish, debris and other unsightly materials.

Section 6.03: **Right of Access.** Each Unit Owner grants a right of access to its Unit to the Association and any other person authorized by the Association for the purpose of making inspections and for the purpose of correcting any condition originating in its Unit and threatening other Units, Common Elements or Limited Common Elements, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other

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Common Elements within its Unit, if any, or to correct any condition which violates the provisions of any Mortgage covering another Unit, or to enforce any provision of the Condominium Documents, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not. Each Unit Owner further grants a right of access to its Unit to the Declarant or his agent, or other authorized representative who is not Declarant's agent, for the purpose of making all repairs required by any warranty delivered to the Unit Owner at the closing of his Unit. To the extent that damages inflicted on the Common Elements, Limited Common Elements or any Unit through which access is taken, the Unit Owner or the Association, if it caused the same, shall be liable for the prompt repair thereof.

Section 6.04: Leasing of Units. Unit Owner desiring to lease their Units may do so only under the following conditions:

(a) Units may be leased only in their entirety; no fraction or portion may be leased. All leases shall be in writing using a form approved by the Board. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases shall be for an initial term of not less than one year.

(b) Each Unit Owner covenants and agrees that any lease shall contain language that the lessee shall comply with all provisions of the Condominium Documents and shall control the conduct of all other occupants and guests of the leased Unit in order to ensure compliance with such provision. If the lessee or an occupant or guest of the Unit violates the Condominium Documents, all terms of the Condominium Documents may be enforced against the lessee and the Unit Owner. Unpaid fines shall constitute a lien against the Unit. Any violation of the Condominium Documents by the lessee, an occupant or a guest shall constitute a default under the lease and the lease may be immediately terminated by the Unit Owner.

(c) Each lease between a Unit Owner and a lessee of such Unit Owner shall be for a term of not less that one (1) year.

(d) Each Unit Owner covenants and agrees that it shall save and hold Declarant, the Association and the Board harmless, and indemnify same, from any action, claim or contest brought by, or on behalf of, any lessee, which action, claim or contest arises from or out of a breach of the lease between lessee and the Unit Owner, or which is connected to Declarant's, the Association's or the Board's fulfillment of any of their duties, privileges, liberties or rights granted by, reserved by, or exercised in furtherance of any provision of this Declaration, or any other of the Condominium Documents.

Section 6.05: Limitation of Liability. The Association shall not be liable for any failure of water or power supply, telephone, security, fire protection or other service to be obtained by the Association or paid for out of the Common Expense funds, for problems resulting from the operation or lack of operation of sewer lines servicing the Condominium Property, or for injury or damage to a person or property caused by the natural elements or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements, Limited Common Elements or from any wire, pipe, drain, conduit, appliance or equipment, however, this provision

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does not relieve the Association from maintenance responsibility or for damage to the Units or Limited Common Elements arising from or related to water intrusion from the Common Elements on account of maintenance or lack thereof. The Association shall not be liable to the Owner of any Unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements or Limited Common Elements. The Association does not warrant security or control of access to the Condominium. No diminution or abatement of the Common Expense assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements, Limited Common Elements or to any Unit, or from any action taken by the Association to comply with any contractual duty, law or ordinance or with the order or directive of any municipal or other governmental or judicial authority or for the dispossession of the Unit Owner by reason of fire or other casualty, except to the extent covered by insurance.

Section 6.06: Abatement of Violations. The violation of any Rule or Regulation adopted by the Board of Directors of the Association or breach of the provisions of the Condominium Documents, shall give the Declarant, the Association or any Unit Owner the right, in addition to any other right or remedy elsewhere available, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach. All expenses of such actions or proceedings against a defaulting Unit Owner, including court costs, attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest lawful rate on judgments until paid, shall be charged to and assessed against such defaulting Owner, and the Association shall have a lien for all of the same upon the Unit of such defaulting Owner, upon all of his additions and improvements thereto and a security interest under the Alabama Uniform Commercial Code upon, all of his personal property in his Unit or located elsewhere on the Condominium Property. Nothing herein contained shall prevent an Owner from maintaining such an action or proceeding against the Association and the expense of any action to remedy a default of the Association shall be a Common Expense if a court of competent jurisdiction finds the Association to be in default as alleged in such action or proceeding.

Section 6.07: Failure of the Association to Insist on Strict Performance; No Waiver. Failure of the Association to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment from the future performance of such term, covenant, condition or restriction, but such term, covenant or restriction shall remain in full force and effect. The receipt by the Association of any assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed to be a waiver of such breach and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of Directors of the Association.

Section 6.08: Use by Declarant. Subject to the rights of the Mortgagees hereunder neither the Owners nor the Board of Directors of the Association nor their use of the Condominium Property or application of this Declaration shall interfere with the completion of the contemplated improvements and sales of the Units in the Condominium. Subject to the rights of the Mortgagees hereunder, the Declarant may make such use of the unsold Units, the Limited Common Elements and the Common Elements as may facilitate such completion and sale,

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including, but not limited to, maintenance of a sales office and management office, the showing of the Condominium Property and the Units therein, the display of signs thereon and therein. These Special Declarant Rights exist so long as Declarant holds any Unit in the Condominium for sale in the ordinary course of business. The Declarant expressly reserves the right to lease any Unit which it may own in the Condominium Property on such terms as it may deem proper and desirable and may transfer Units subject to such lease.

Further, the Declarant reserves the right for itself or an affiliate as an easement or a right to lease for a nominal fee space on the roof of any building to maintain through ownership or lease to a third party antenna or transmission or receiving equipment. This right survives the sale of the Units in the Condominium.

ARTICLE VII
Rights Of Mortgagees

Section 7.01: Notification of Mortgagees Required. Any Mortgagee shall have the right to be given written notification by the Association of (a) any sixty (60) day default by the Owner of the Unit covered by the Mortgage in the payment of assessments or in any other provision of the Condominium Documents; (b) any loss to or taking of the Common Elements or Limited Common Elements if such loss or taking exceeds $10,000; (c) damage to a Unit covered by the Mortgage if the amount of such damage exceeds $5,000; (d) any condemnation of all or a material portion of the Condominium Property; (e) a lapse or cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and (f) any proposed action that requires the consent of a specified percentage of Mortgagees if such Mortgagee has given notice to the Association of its interest in the Condominium.

Section 7.02: Right of Inspection. Mortgagees shall have the right to examine the books and records of the Association or the Condominium Property and to receive annual reports, other financial data, and, upon request, an annual audited statement, within ninety (90) days following the end of any fiscal year of the Association.

Section 7.03: Required Reserve Funds and Working Capital Fund. Assessments levied by the Board of Directors of the Association. shall include an adequate reserve fund for maintenance, repair and replacement of those Common Elements and Limited Common Elements that must be replaced or repaired on a periodic basis, and shall be payable in regular installments rather than by special assessments. Special assessments may be levied by the Board in the event that there is insufficient money in the reserve fund for the maintenance, repair or replacement of any portion of the Common Elements or Limited Common Elements. The reserve fund shall be based on a reserve study prepared initially by the Declarant in coordination with the Architect, Engineers, Contractor and/or Management Entity. This reserve study shall be updated every five years by the Association. The Association is responsible for having this study prepared and in conjunction therewith to have appropriate repairs and capital improvements made. A working capital fund shall be established and each Unit Owner purchasing a Unit from the Declarant shall pay a one-time assessment equal to two months' assessment at the time of closing of the purchase of the Unit to be used by the Association as working capital to pay for such start up costs of the Association as the Board of Directors sees fit. The Declarant, however, is prohibited from using

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any portion of the Working Capital Fund to defray any of the Declarant's expenses, reserve contributions, construction costs or to make up budget shortfalls while it is in control of the Association.

Section 7.04: Priority of Mortgagees.

(a) Any lien which is or may be created hereunder upon any Unit, including, but not limited to, the lien created for assessments under Section 4.07 hereof and the right to foreclose the same is and shall be subject and subordinate to and shall not affect the rights of the holder of the indebtedness secured by any Mortgage upon such interest made in good faith and for value and recorded prior to the creation of the lien hereunder, provided that after the foreclosure of any such Mortgage there may be a lien created pursuant to Section 4.07 hereof on the interest of the purchaser as an Owner after the date of such foreclosure sale to secure all assessments hereunder. After the date of such foreclosure sale, said lien, if any, shall be claimed and shall have the same effect and be enforced in the same manner provided herein.

Notwithstanding the above, the lien created pursuant to Section 4.07 hereof is prior to any Mortgage to the extent of the Common Expense assessments based on the annual budget which would have become due in absence of acceleration during the six (6) months immediately preceding institution of an action to enforce the lien.

(b) No provision of this Declaration, the Articles, the Bylaws or the Rules and Regulations shall be construed to grant to any Unit Owner, or to any other party any priority over any rights of the Mortgagees of the Units pursuant to their Mortgages in the case of distribution to Unit Owners of the insurance proceeds or condemnation awards for losses or a taking of Units or the Common Elements, the Limited Common Elements or any portion thereof.

(c) As provided in the Act, all assessments, property taxes and other charges imposed by any taxing authority which may become liens prior to a Mortgage, shall be separately assessed against and collected on each Unit as a single parcel, and not on the Condominium Property as a whole.

(d) No breach of the covenants, conditions or restrictions herein contained shall defeat or render invalid the lien of any Mortgagee made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or otherwise.

Section 7.05: Request for Protection by Mortgagees. Whenever the holder of any Mortgage desires the benefit of the provisions of this Article VII to be applicable to it, it shall serve written notice of such fact upon the Association, by registered or certified mail, addressed to the Association, and actually mailed to its address stated herein, identifying the Unit upon which it holds a Mortgage or identifying any Units owned by it, together with sufficient pertinent facts to identify any Mortgage which may be held by it. Said notice shall designate the place to which the notices are to be given by the Association to such Mortgagee.

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ARTICLE VIII
Casualty Loss And Insurance

Section 8.01: Responsibility of Owners; Separate Insurance Coverage.

(a) The Owner of each Unit may, at his expense, obtain insurance coverage for loss of or damage to any equipment, furniture, furnishings, personal effects, and other property belonging to such Owner, and may, at its expense, obtain insurance coverage against personal liability for injury to the person or property of another while within such Owner's Unit or upon the Common Elements or Limited Common Elements. Risk of loss of or damage to any equipment, furniture, furnishings and personal property belonging to or carried on the person of the Owner, or which may be stored in any Unit, or in or upon Common Elements or Limited Common Elements, shall be borne by the Owner of each Unit. All equipment, furniture, furnishings and personal property constituting a portion of the Common Elements or Limited Common Elements and held for the joint use and benefit of all Owners of Units shall be covered by such insurance as shall be maintained in force and effect by the Association as hereinafter provided. Each Owner shall be required to notify the Association of all improvements made by the Owner to its Unit, the value of which is in excess of $5,000. All insurance obtained by the Owner of each Unit shall, whenever such provisions shall be available, provide that the insurer waives its right of subrogation as to any claims against other Owners, the Association or Declarant, and their respective servants, agents, employees and guests.

(b) Any Owner who obtains an individual insurance policy covering any portion of the Condominium Property other than equipment, furniture, furnishings, personal property belonging to such Owner shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after the purchase of such insurance. In the event casualty insurance maintained by an Owner causes a decrease in the amount of the insurance coverage maintained by the Association for the benefit of all Owners on a casualty loss to the Condominium Property by reason of pro ration or otherwise, the Owner so maintaining such insurance shall be deemed to have assigned to the Association the proceeds collected on such policy for loss or damage to the Condominium Property and such proceeds shall be paid directly to the Association by the insurer. Any such insurance proceeds shall be applied and distributed by the Association in accordance with this Article VIII.

Section 8.02: Insurance To Be Maintained By The Association.

(a) **Hazard Insurance.** The Association shall obtain and maintain at all times a policy or policies of multi-peril type hazard insurance, including insurance for such other risks of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium projects similar in construction, design and use, insuring the Condominium Property against loss or damage by the perils of fire, lightning and those perils contained in extended coverage, vandalism and malicious mischief endorsements, and if the Condominium Property is located in an area identified by the Secretary of Housing and Urban Development as having special flood hazards, the Board shall, to the extent obtainable, insure the insurable property included in the Condominium Property against the perils of flood under the National Flood Insurance Act of 1968 and acts amendatory thereto. The amount of insurance coverage shall be determined on a

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replacement cost basis in an amount not less than 100% of the then current replacement cost of the improvements which constitute the Condominium Property, including the Common Elements, Limited Common Elements and the Unit as purchased by the Unit Owner (but excluding land, foundations, excavations and other items usually excluded from such insurance coverage). Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association or the Insurance Trustee (hereinafter defined), as trustee for the use and benefit of the individual Owners (without naming them) in the proportionate shares equal to their respective percentage ownership of the Common Elements. Periodically, prior to the renewal of any such policy or policies of insurance, the Association should obtain an opinion or an appraisal from a qualified appraiser for the purpose of determining the full replacement cost of the Common Elements, the Limited Common Elements and the Units for the amount of insurance to be obtained pursuant hereto. The cost of any such opinion or appraisal shall be a Common Expense. All such policies of insurance shall comply with the provisions of Section 8.03 hereof and shall (i) contain standard mortgagee clause endorsements in favor of the Mortgagee or Mortgagees of each Unit, if any, as their respective interest may appear; and (ii) provide that the insurance shall not be invalidated by any act or neglect of any Owner.

(b) **Public Liability and Property Damage Insurance**. The Association shall obtain and maintain at all times a comprehensive policy or policies of public liability and property damage insurance in such amount (but not less than $3,000,000.00) and in such form as shall be required by the Association to protect said Association and the Owners of all Units which provide coverage for death, bodily injury and property damage resulting from the operation, maintenance or use of the Common Elements and Limited Common Elements and for legal liability resulting from employment contracts to which the Association is a party.

(c) **Workmen's Compensation Insurance**. To the extent required by applicable Alabama law and as necessary to comply with such laws, the Association shall obtain and maintain a policy or policies of workmen's compensation insurance.

(d) **Fidelity Bonds**. The Association shall obtain and maintain fidelity bonds for any person who either handles or is responsible for funds held or administered by the Association naming the Association as the obligee. The amount of the fidelity bond should cover the maximum funds that will be in the custody of the Association, but not less than the sum of three months' assessments on all Units plus the reserve funds of the Association.

(e) **Other Insurance**. The Association shall obtain and maintain such other insurance coverage as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interest of the Association and the Owners of all Units.

Section 8.03: Governing Provisions. All insurance obtained and maintained by the Association as provided in Section 8.02 above shall be governed by the following provisions:

(a) All policies shall be written with a company licensed to do business in the State of Alabama and holding a financial rating of Class V or better and a general policyholders rating of "A" or better by Best's Insurance Reports or other then comparable rating. To the extent that the provisions of this Declaration with respect to the maintenance of insurance shall conflict with, the

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hazard and casualty insurance requirements of any applicable government requirement, then such requirements shall control and such requirements shall be complied with by the Association.

(b) Exclusive authority to adjust all claims under the policies hereafter in force on the Condominium Property shall be vested in the Association or its authorized representatives.

(c) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with the insurance purchased by the individual Owners or their Mortgagees.

(d) The Association shall be required to make every effort to secure insurance policies that will provide that each Unit Owner is an insured person under the policy with respect to liability arising out of its interest in the common elements or membership in the association.

(i) A waiver of subrogation by the insurer as to any claims against the Association; the Board of Directors, the Declarant or the Owners;

(ii) An agreement by the insurer that the insurance coverage cannot be terminated or materially changed without thirty (30) days prior written notice to the Association and the Mortgagee of each Unit;

(iii) The insurance coverage will be primary, even if a Unit Owner has other insurance that covers the same loss; and

(iv) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

Section 8.04: **Premiums and Deductibles**. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense; except that the amount of increase over the usual premium occasioned by the use, misuse, occupancy or abandonment of a Unit or its appurtenances or of the Common Elements or Limited Common Elements by an Owner shall be assessed against that Owner. Any deductible incurred by reason of a loss or claim under any insurance policy purchased under this Article VIII shall be paid by the Association, unless such loss or claim was caused by any Unit Owner, lessee or guest or invitee thereof or resulted from the use, misuse, occupancy, negligence or abandonment of a Unit or any portion thereof. In such event the Unit Owner from whose Unit the cause originated, will be responsible for the deductible under the Associations insurance policy.

Section 8.05: **Insurance Trustee**. The Association may engage the services of a bank or trust company authorized to do trust business in the State of Alabama and having a capital and surplus of not less than $50,000,000 to act on its behalf as an insurance trustee ("Insurance Trustee") and to receive and disburse the insurance proceeds in accordance with the provisions of this Declaration. In the event the lowest of two bids from reputable contractors for making all repairs required by any such loss shall exceed $20,000, the Association upon written demand of the Mortgagee of any Unit shall engage the services of a bank or trust company to act as Insurance

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Trustee as aforesaid. The Association, as a Common Expense, shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of said Insurance Trustee. Whenever the Insurance Trustee may be required to make distribution of insurance proceeds to Owners of Units and their Mortgagees, as their respective interests may appear, or to any other party for repair, replacement or reconstruction of property, the Insurance Trustee may rely upon a certificate of the President and Secretary of the Association, executed under oath, which certificate will be provided to said Insurance Trustee upon request made to the Association. Such certificate is to certify unto said Insurance Trustee the name of the Owner of each Unit, the name of the Mortgagee who may hold a Mortgage encumbering each Unit, and the respective percentages of any distribution which may be required to be made to the Owner of any Unit, and his respective Mortgagee, as their respective interests may appear, or to certify the name of the party to whom payments are to be made for repair, replacement or reconstruction of all or a portion of the Condominium Property. The rights of the Mortgagee of any Unit under any standard mortgage clause endorsement to such policy shall, notwithstanding anything to the contrary therein or in any Mortgage contained, at all times be subject to the provisions hereof with respect to the application of insurance proceeds to reconstruction of the damaged Condominium Property; provided, however, that if the Association or the Insurance Trustee fails to perform all the conditions precedent required by the policy or policies of insurance, and fails to collect the amount of the loss within the time required by law, and the Mortgagee or Mortgagees are required to avail themselves of their rights under the standard mortgage clause to collect the proceeds of the policy or policies of insurance, any amount so collected through the efforts of said Mortgagee or Mortgagees shall be applied as directed by said Mortgagee or Mortgagees. No provision hereof shall entitle an Owner or any other party to any priority over a Mortgagee with respect to the distribution of any insurance proceeds with respect to such Unit.

Section 8.06: Loss to Common Elements Only. In the event of the loss of or damage to only Common Elements, real or personal, by reason of fire or other casualties, which loss or damage is covered by fire and casualty insurance, the proceeds paid to the Association or the Insurance Trustee, as the case may be, to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of such Common Elements, then such excess insurance proceeds shall be paid by the Insurance Trustee to the Owners of all Units, the distribution to be separately made to the Owner of each Unit and his respective Mortgagee, as their interests may appear, in such proportion that the share of such excess insurance proceeds paid to the Owner of each Unit and his Mortgagee shall bear the same ratio to the total excess insurance proceeds as the undivided interest in the Common Elements appurtenant to each Unit bears to the total undivided interest in the Common Elements appurtenant to all Units. If there is no insurance coverage for such loss or damage, or if it appears that the insurance proceeds covering the fire or casualty loss or damage payable to the Association or the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the Association shall pay, or shall deposit with the Insurance Trustee, as the case may be, a sum, which together with the insurance proceeds received or to be received, if any, will enable said Insurance Trustee to completely pay

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for the repair, replacement or reconstruction of any loss or damage, as the case may be. The monies to be so paid, or deposited by the Association with the Insurance Trustee, may be paid by the Association out of its reserve for replacement fund and if the amount in such reserve for replacement fund is not sufficient, or if the Board of Directors determines not to use such fund for said purpose, then the Association shall levy and collect an assessment against the Owners of all Units in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction.

Section 8.07: Loss to Common Elements, Limited Common Elements and/or Units. In the event of loss of or damage to Common Elements, Limited Common Elements and/or any private element of any Unit by reason of fire or other casualty, which loss or damage is covered by fire and casualty insurance, the proceeds paid to the Association or Insurance Trustee, as the case may be, to cover such loss or damage, shall be first applied to the repair, replacement or reconstruction of the Common Elements, then to the repair, replacement or reconstruction of the Limited Common Elements and any remaining insurance proceeds shall be applied to the repair, replacement or reconstruction of the private elements of any Unit which may have sustained any loss or damage so covered. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of the Common Elements, the Limited Common Elements and the private elements of Units sustaining any loss or damage, then such excess insurance proceeds shall be paid and distributed by the Insurance Trustee to the Owners of all Units, and to their Mortgagees, as their respective interests may appear. Such distributions are to be made in the manner and in the proportions as are provided for the distribution of insurance proceeds under Section 8.06 above. If there is no insurance coverage for such loss or damage, or if it appears that the insurance proceeds covering the fire and casualty loss or damage payable to the Association or the Insurance Trustee, as the case may be, are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be sufficient, then the Board of Directors of the Association shall, based on reliable and detailed estimates obtained by it from competent and qualified parties, determine and allocate the cost of repair, replacement or reconstruction among the Common Elements, the Limited Common Elements and the private elements of Units sustaining any loss or damage. If the proceeds of said fire or casualty insurance, if any, are sufficient to pay for the repair, replacement or reconstruction of any loss of or damage to the Common Elements and Limited Common Elements, but are not sufficient to repair, replace or reconstruct any loss of or damage to the private elements of Units sustaining damage, then the Association shall levy and collect an assessment from the respective Owners of the Units sustaining any loss or damage, and the assessment so collected from said Owners shall be deposited with the Insurance Trustee, so that the sum on deposit with said Insurance Trustee shall be sufficient to completely pay for the repair, replacement or reconstruction of all Common Elements, Limited Common Elements, and private elements of Units. In said latter event, the assessment to be levied and collected from the Owners of the Units shall be apportioned among such Owners in such manner that the assessment levied against each Owner of a Unit shall bear the same proportion to the total assessment levied against all of said Owners of Units sustaining loss or damage as the cost of repair, replacement or reconstruction of each Owner's Unit bears to the cost applicable to all of said Units sustaining loss or damage. If the fire or casualty insurance proceeds, if any, payable to the Association or the Insurance Trustee are not an amount which will pay for the complete repair, replacement or reconstruction of the Common Elements and Limited Common Elements, it being recognized that such insurance

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proceeds are to be first applied to the payment for repair, replacement or reconstruction of said Common Elements and Limited Common Elements before being applied to the repair, replacement or reconstruction of any private element of a Unit sustaining loss or damage, then the cost to repair, replace, or reconstruct said Common Elements and Limited Common Elements in excess of available fire and casualty insurance proceeds shall be levied and collected as an assessment from the Owners of all Units in the same manner as would be levied and collected had the loss or damage sustained been solely to the Common Elements and Limited Common Elements and the fire or casualty insurance proceeds had been insufficient to cover the cost of repair, replacement or reconstruction. The cost of repair, replacement or reconstruction of the private elements of each Unit sustaining loss or damage shall then be levied and collected by assessment against the Owners of the private elements sustaining the loss or damage in the same manner as is above provided for the apportionment of such assessment between Owners of and private elements sustaining loss or damage.

Section 8.08: Estimates of Repair; Plans and Specifications; Payment of Assessments. In the event of loss or damage to Condominium Property, the Association shall, within sixty (60) days after any such occurrence, obtain reliable and detailed estimates of the cost of restoring damaged property to a condition as good as that which prevailed before such loss or damage. The estimate of repair shall be based upon the plans and specifications of the original buildings, as reflected on Exhibit B to this Declaration as the same may from time to time be amended, or such other plans and specifications as may be approved by the Board of Directors of the Association, by all of the Owners of the damaged Units, and by not less than seventy-five percent (75%) of the Owners of all Units including the Owners of the damaged Units. The Association shall be appointed as attorney-in-fact for each Unit Owner for the purpose of representing the Unit Owners in any proceeding, negotiation, settlement, or agreement arising from any loss or damage to the Condominium Property. Such estimates are to contain and include the cost of any professional fees and premiums for such bonds as the Board of Directors of the Association may deem to be in the best interest of the membership of said Association. Whenever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of repair, replacement or reconstruction thereof, the additional money required to completely pay for such repair, replacement or reconstruction of said loss or damage whether to be paid by all of the Owners of Units or only by the Owners of Units sustaining loss or damage, or both, as herein provided, shall be paid to the Association and deposited with the Insurance Trustee, if any, not later than thirty (30) days from the date on which the Association or the Insurance Trustee, as the case may be, shall receive the monies payable from the policies of fire and casualty insurance.

ARTICLE IX
Condemnation

Section 9.01: Condemnation Considered a Casualty Loss. The taking of a portion of a Unit, the Common Elements or the Limited Common Elements by eminent domain shall be deemed to be a casualty loss, and except as otherwise provided in Section 9.02 below, the awards for such taking shall be deemed to be proceeds from insurance on account of the casualty and shall be applied and distributed by the Association in accordance with the provisions of Article VIII. Even though the awards may be payable to the Owners, the Owners shall deposit the awards with the Association or Insurance Trustee, as the case may be, and in the event of failure to do so, in

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the discretion of the Board of Directors of the Association, a special assessment shall be made against a defaulting Owner in the amount of his award, or the amount of such award shall be set off against the sums hereinafter made payable to such Owner. If any Unit or portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Mortgagee of such Unit shall be entitled to timely written notice of any such proceeding or proposed acquisition as provided in Section 7.01, and no provision hereof shall entitle the Owner of such Unit or other party to priority over such Mortgagee with respect to the distribution of any award or settlement to the Owner of the Unit.

Section 9.02: Partial Condemnation. In the event that the Condominium Property is not to be terminated and one or more Units are taken in part, the taking shall have the following effects:

(a) If the taking reduces the size of a Unit and the remaining portion of that Unit can be made tenantable, the award for the taking for a portion of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium Property:

(i) The Unit shall be made tenantable and if the cost of such work exceeds the amount of the award, the additional funds shall be assessed against the Owner of the Unit.

(ii) The balance of the award, if any, shall be distributed to the Owner of the Unit and the Mortgagee of the Unit, as their respective interests may appear.

(iii) If there is a balance of the award distributed to the Owner and the Mortgagee, the share of the Common Elements or Limited Common Elements, if any, appurtenant to the Unit shall be equitably reduced. This shall be done by reducing such share by the proportion which the balance of the award so distributed bears to the market value of the Unit immediately prior to the taking, and then re-computing the shares of all Owners in the Common Elements and the Owners of all Limited Common Elements as percentages of the total of their shares as reduced by the taking.

(b) If the taking destroys or so reduces the size of a Unit so that it may not be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium Property:

(i) The market value of such Unit immediately prior to the taking, shall be paid to the Owner of the Unit and to each Mortgagee of the Unit, as their respective interests may appear.

(ii) The remaining portion of such Unit, if any, shall become a part of the Common Elements and shall be placed in condition for use by all of the Owners, in the manner approved by the Board of Directors of the Association; provided, however, that if the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner required for further improvement of the Common Elements under Section 5.03 above.

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(iii) The shares in the Common Elements and Limited Common Elements appurtenant to the Units which continue as a part of the Condominium Property shall be equitably adjusted to distribute the ownership to the Common Elements among the reduced number of Owners. This shall be done by re-computing the shares of such continuing Owners in the Common Elements as percentages of the total of the shares of such Owners as they exist prior to the adjustment.

(iv) If the amount of the award for taking is not sufficient to pay the market value of the condemned Unit to the Owner and to restore the remaining portion of the Unit in condition for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by assessments against all of the Owners who will continue as Owners of the Units after the changes in the Condominium Property affected by the taking. Such assessment shall be made in proportion to the share of such Owners in the Common Elements after the changes affected by the taking.

(c) If the market value of a Unit prior to the taking cannot be determined by agreement between the Owner and the Mortgagee and the Association within thirty (30) days after notice by any such party that agreement cannot be reached, such value shall be determined by three independent qualified appraisers with one appraiser to be selected by the Association, one appraiser to be selected by the Owner and Mortgagee, and the third appraiser to be selected by the two appraisers so appointed, and the fair market value of the Unit shall be deemed to be the average of the two appraisals of the fair market value of the Unit made by said appraisers having the least difference in amount. The cost of such appraisal shall be assessed against all Owners in the shares of the Owners in the Common Elements as they existed prior to the changes affected by the taking.

(d) Changes in the Units, in the ownership of the Common Elements and Limited Common Elements, and in the share of liability for Common Expenses and Limited Common Expenses which are affected by eminent domain, shall be evidenced by an amendment of this Declaration which needs be approved only by a majority of the Board of Directors of the Association.

Section 9.03: Association Appointed as Attorney-In-Fact for Unit Owners. The Association shall be appointed as attorney-in-fact for each Unit Owner for the purpose of representing such Unit Owners in any proceeding, negotiation, settlement or agreement arising from the condemnation or taking by eminent domain of the Condominium Property or any portion thereof.

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ARTICLE X
TERMINATION

Section 10.01: Destruction of the Condominium Property.

(a) Notwithstanding anything to the contrary contained in this Declaration, if the Board of Directors shall determine that either of the following conditions exists;

(i) Two-thirds (2/3) or more of the Units in the Condominium Property shall have been destroyed or substantially damaged by fire or other casualty (including condemnation); or

(ii) The Condominium Property has been in existence in excess of forty (40) years and substantially all of the Units in the structure have substantially deteriorated and have been rendered substantially obsolete; then the Board of Directors may call a meeting of the members of the Association to consider and vote upon whether to restore, repair and/or rebuild the Condominium Property, and if not, whether to terminate the Declaration and remove the Condominium Property from the provisions of the Act. If the termination of the Declaration and the removal of the Condominium Property from the provisions of the Act is approved by the affirmative vote of at least eighty percent (80%) of the Owners of all Units (based upon one vote for each Unit) and by at least sixty-seven percent (67%) of all Mortgagees (based upon one vote for each Mortgage owned) after notice given as provided in Section 7.01 hereof, the Declaration and plan of condominium ownership established herein shall be subject to termination as provided in the Act and the Association shall be authorized to file on behalf of and in the name of the Unit Owners a petition for such termination and removal with the Circuit Court of Jefferson County, Alabama. If less than eighty percent (80%) of the Owners of all Units and/or less than sixty-seven percent (67%) of the Mortgagees vote in favor of terminating the Condominium Property as herein required, the Condominium Property shall be restored, repaired and/or rebuilt in accordance with the provisions of Sections 8.06, 8.07 and 8.08 above.

(b) In the event that the Circuit Court of Shelby County shall grant the petition for termination of this Declaration and the plan of condominium ownership as provided in subparagraph (a) above, all of the Owners of Units shall be and become tenants in common as to ownership of the Land and any then remaining improvements thereon. The undivided interest in the Land and remaining improvements, except for Limited Common Elements, held by the Owner of each Unit shall be the same as the undivided interest in the Common Elements which were formerly appurtenant to such Unit, and the lien of any Mortgage or other encumbrance upon each Unit shall attach to the percentage of undivided interest of the Owner of a Unit in the Land and then remaining improvements as above provided. The Owners of the Limited Common Elements shall have an undivided interest in said Limited Common Elements which is the same as the undivided interest in the Limited Common Elements formerly appurtenant to the Units owned by such Owners, and the lien of any Mortgage or other encumbrance upon such Units shall attach to the undivided interest in the Limited Common Elements. Upon termination of this Declaration and the plan of condominium ownership established herein, the Owners of all Units still inhabitable shall, within sixty (60) days from the date of grant of the petition, deliver possession of their respective Units to the Association, or, if the former Units are for sale, may make arrangements for

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the purchase thereof from the Association at a fair market value. Upon such delivery of possession, the Owners of inhabitable Units and their respective Mortgagees, as their interests may appear, shall become entitled to participate proportionately together with all Owners of uninhabitable Units in the distribution of proceeds in the possession of the Association or the Insurance Trustee. Upon such termination of this Declaration and the plan of condominium ownership established herein, the Association or the Insurance Trustee, as the case may be, shall distribute any insurance indemnity which may be due under any policy of casualty insurance to the Owners of the Units and their Mortgagees as their respective interests may appear, such distribution to be made to the Owner of each Unit in accordance with his then undivided interest in the Land and remaining improvements as herein provided. The Land and any remaining improvements thereon shall be subject to all easements of record, except the easements created in the Condominium Documents. The assets of the Association upon termination of the plan of condominium ownership created by this Declaration shall then be distributed to the Owner of each Unit and his Mortgagee, as their respective interests may appear, in the same manner as is above provided for the distribution of any final insurance indemnity.

Section 10.02: Termination by Consent. Except in the event of this Declaration and plan of condominium ownership established herein being terminated as provided above, this Declaration and said plan of condominium ownership may only be otherwise terminated by the consent of eighty percent (80%) of the Owners of all Units and all parties holding Mortgages, liens or other encumbrances, against any of said Units, in which event the termination of the Condominium Property shall be by such plans as may be then unanimously adopted by said Owners and parties holding any Mortgages, liens, or other encumbrances. Such election to terminate this Declaration and the plan of condominium ownership established herein shall be evidenced by a termination agreement executed in writing by all of the aforesaid parties in recordable form, and such instrument shall be recorded in the Probate Office of Jefferson County, Alabama.

Section 10.03: The Association Appointed as Attorney-In-Fact for Unit Owners. The Association shall be appointed as attorney-in-fact for each Unit Owner for the purpose of representing such Unit Owners in any proceeding, negotiation, settlement or agreement arising from the termination of this Declaration and plan of condominium ownership established herein.

ARTICLE XI
Amendment

Section 11.01: Amendments by Declarant. Without limiting the rights of the Declarant to alter the plans as described in Section 2.02 above, and notwithstanding any other provision herein contained, the following provisions shall be deemed to be in full force and effect, none of which shall be construed as to relieve the Declarant from any obligations as a Unit Owner to pay assessments as to Units owned by it in accordance with the Condominium Documents.

(a) The Declarant reserves the right to amend the Bylaws of the Association until such time as Declarant relinquishes control of the Association as provided in Section 12.01 below.

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(b) The Declarant reserves the right to amend this Declaration so long as there is no Unit Owner other than the Declarant.

(c) The Declarant reserves the right at any time to amend this Declaration without the consent of other Owners if required by any Mortgagee as a condition of making a loan secured by an interest in a Unit in order to meet the requirements of any government agency involved in the lending of any money for the purchase of such unit; provided that any such changes or amendments requested by a Mortgagee shall not materially affect the rights of the Unit Owners or the value of the Condominium Unit or the undivided interest in the Common Elements or Limited Common Elements, if any, attributable to each Unit Owner.

Section 11.02: Amendments by Unit Owners. At such time as there is a Unit Owner other than the Declarant, then, in addition to the amendments permitted under Section 11.01 above, the Declaration may be amended in the following manner:

(a) A proposal to amend this Declaration may be considered at any meeting of the members of the Association called for that purpose in accordance with the provisions of the Bylaws; provided that the Association provides prior written notice of such meeting to the Mortgagees as provided in Section 7.01 above. The proposal to amend the Declaration must be approved by the affirmative vote of the members representing not less than sixty-seven percent (67%) of the total allocated votes of the Association and by the affirmative vote of the Mortgagees representing fifty-one percent (51%) of the total allocated votes of the Units subject to Mortgages.

(b) Notwithstanding the foregoing, no amendment to the Declaration under this Article XI shall:

(i) change a Unit, including the ownership in Common Elements, responsibility for Common Expenses and voting rights, without the prior written approval of the Unit Owner or Unit Owners so affected and prior written approval of the holders of record of any mortgage or other liens on the Unit or Units so affected; or

(ii) Change, impair or prejudice the rights of Declarant or change the provisions of this Declaration with respect to the Declarant's rights hereunder without Declarant's prior written approval.

Section 11.03: Effectiveness of Amendments. A copy of each amendment so adopted shall be certified by the President or a Vice President and Secretary or Assistant Secretary of the Association as having been duly adopted, and shall be effective when recorded in the Probate Court of Shelby County, Alabama.

ARTICLE XII
Control Of The Association

Section 12.01: Election of Board of Directors. Declarant, its successors or assigns, shall elect the members of the Board of Directors of the Association, and in the event of vacancies, the Declarant shall fill the vacancies, until no later than the earlier of either (a) sixty (60) days after

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75% of the total number of Units have been conveyed to purchasers of Units, (b) two (2) years after Declarant or his successor or assigns as a Declarant, has ceased to offer Units for sale in the ordinary course of business; or (c) two (2) years after any development right to add new Units was last exercised; provided that the Declarant may, at its option, terminate its control of the Association, at an earlier date based on Declarant's written notice to the Association of any such earlier termination. Notwithstanding the foregoing, within ninety (90) days after conveyance of 25% of the Units, the Unit Owners other than Declarant shall be entitled to elect 25% of the members of the Board of Directors. Not later than ninety (90) days after conveyance of 50% of the Units to Unit Owners other than Declarant, not less than 33 and 1/3% of the members of the Board shall be elected by the Unit Owners. The Declarant shall be entitled to elect at least one member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least one Unit within the Condominium.

Section 12.02: Indemnification. The Association shall and does hereby indemnify, defend and agree to hold each and every officer, agent, representative and member of the Board of Directors harmless from and against any and all expenses, including court costs and reasonable attorneys' fees, suffered, paid or incurred by any of them in connection with any action, suit or other proceeding (including the settlement of any suit or proceeding approved by the Board of Directors) to which such person may be made a party by reason of being or having been an officer, agent, representative or member of the Board of Directors. The officers, agents, representatives and members of the Board of Directors shall not be liable for any mistake in judgment, negligence or otherwise except for their own willful misconduct or reckless disregard of duty, as finally determined by a court of competent jurisdiction. The officers, agents, representatives and members of the Board of Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall and does hereby indemnify, defend and agree to forever hold each such officer, agent, representative and member of the Board of Directors harmless from any and all liability to others on account of any such contract or commitment.

Section 12.02: Notice of Meeting. Within sixty (60) days before the date of termination of control of the Association by the Declarant, the Association shall call and give not less than ten (10) days nor more than thirty (30) days notice of a meeting of the Unit Owners for the purpose of electing the members of the Board of Directors of the Association. Such meeting shall be called and the notice given in accordance with the Bylaws.

Section 12.03: Status of Unsold Units.

(a) Declarant shall be deemed to be the Owner of each Unit which has not been conveyed to a person other than the Declarant. Unless otherwise provided in the Condominium Documents, the Declarant shall be entitled to all rights and privileges available to, and shall be subject to any and all obligations and duties imposed upon, the Owner of any such Unit under the Condominium Documents.

(b) Any person having a first mortgage lien against any Unit which has not been conveyed to a person other than Declarant, whether under a blanket mortgage affecting the Condominium Property generally or under a mortgage on one or more specific Units, shall be

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deemed to be a Mortgagee with respect to any such Unit, and shall be entitled to all rights and privileges available to a Mortgagee of any such Unit under the Condominium Documents so long as the Mortgagee has given notice to the Association that it is a Mortgagee.

(c) Notwithstanding the provisions of Sections 4.02 and 12.03 (a) above, no assessments shall be imposed by the Association against the Declarant as the Owner of unsold Units until ninety (90) days after the conveyance of the first Unit. During such period, Declarant shall be responsible for the Common Expenses and Limited Common Expenses of the Condominium Property, except that the Declarant shall be entitled to use and apply to the payment of such Common Expenses and Limited Common Expenses any and all assessments made against the Unit Owners other than Declarant and collected by the Association for Common Expenses and Limited Common Expenses, including the two months' assessment paid by each Owner as working capital. The Declarant shall be solely responsible for the maintenance, repair and operation of the private elements of the unsold Units.

Section 12.04: Professional Management and Other Contracts. Any agreement entered into by the Association prior to the passage of control of the Association from the Declarant pursuant to Section 12.01 above (including contracts for professional management of the Condominium Property, whether it be the Declarant, its successors and assigns, or any other person or entity) shall provide the following:

(a) The Association shall have the right of termination which is exercisable without penalty any time upon not more than ninety (90) days' written notice to the other party thereto; and

(b) The Association shall have a right of termination for cause which is exercisable without penalty at any time upon not more than thirty (30) days' written notice to the other party.

ARTICLE XIII
Miscellaneous

Section 13.01: Rights and Powers of Successors and Assignees. The rights and powers reserved to or exercisable by the Declarant under the Condominium Documents or the Act may be exercised by any successor or assignee of the Declarant (i) who acquires title from the Declarant by foreclosure or other judicial sale or deed in lieu of foreclosure, or (ii) to whom the Declarant specifically assigns such rights and powers.

Section 13.02: Headings. The captions herein are used solely as a matter of convenience and shall not define, limit or expand any term or provision of this Declaration.

Section 13.03: Gender/Number. Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and any gender shall be deemed to include all genders.

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Section 13.04: Exhibits. Exhibits attached to this Declaration, are an integral part of this Declaration.

Section 13.05: Invalidity and Severability It is the intention of the Declarant that the provisions of this Declaration are severable so that if any provision is invalid or void under any applicable federal, state or local law or ordinance, decree, order, judgment or otherwise, the remainder shall be unaffected thereby.

Section 13.06: Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date hereof. This Declaration shall be construed under and in accordance with the laws of the State of Alabama.

Section 13.07: Legal Expenses. In addition to the rights and remedies set forth in this Declaration, in the event either the Declarant, the Association, and the Board of Directors, or through their agents or representatives, undertakes any legal or equitable action which it deems necessary to abate, enjoin, remove or extinguish any violation or breach of this Declaration, then all costs and expenses incurred by either of them, including, without limitation, attorneys' fees and court costs, in enforcing any of the terms, provisions, covenants or conditions in this Declaration shall be paid for by the Unit Owner against whom such action was initiated. The Declarant, the Association, and the Board of Directors, or their agents and representatives, are each hereby authorized to take any and all legal or equitable action as may be necessary under the circumstances to restrain or enjoin any such violation or breach or to otherwise seek monetary damages as a result of any expenses incurred by the Declarant, the Association, or the Board of Directors to cure such violation or breach.

Section 13.08: Binding Effect. The terms and provisions of this Declaration shall be binding upon each Unit Owner, lessees and their respective heirs, executors, administrators, personal representatives, successors and assigns of each Unit Owner and lessee and shall inure to the benefit of Declarant, all of the Unit Owners and their respective mortgagees and their respective heirs, executors, administrators, personal representatives, successors and assigns.

Section 13.09: Conflict or Ambiguity. In the event of any conflict or ambiguity in the terms and provisions of this Declaration, the general rules of construction against one party as a result of that party having drafted this Declaration are waived by each Unit Owner's acceptance of a deed subject to this Declaration and, to the fullest extent allowed by law, no conflicts or ambiguity shall be resolved in favor or to the advantage of one party as opposed to another in interpreting any ambiguity or conflict contained herein.

Section 13.10: No Reverter. No restriction or provision hereof is intended to be or shall be construed as a condition subsequent or a possibility of reverter in favor of Declarant nor shall any provision be deemed to vest any reversionary interest in Declarant.

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Section 13.11: No Trespass. Whenever Declarant, the Association, the Board of Directors, and their agents, employees, representatives, successors and assigns, are permitted by this Declaration to enter upon or correct, repair, clean, maintain or preserve or do any other action within any portion of the Land or Property, the entering thereon and the taking of such action shall not be deemed a trespass.

Section 13.12: No Partition. Each Unit Owner hereby waives any right to seek or obtain judicial partition of any portion of the Property.

Section 13.13: Standards for Review. Whenever in this Declaration, Declarant, the Association, or the Board of Directors has the right to approve, consent to, or require any action be taken pursuant to the terms hereof, such approval, consent or required action shall, except as otherwise specifically provided herein to the contrary, be given or withheld in the sole and absolute discretion of Declarant, the Association, or the Board of Directors, as the case may be.

Section 13.14: Oral Statements. Oral statements or representations by Declarant, or the Association, or any of its employees, agents, representatives, successors or assigns shall not be binding on Declarant, or the Association.

Section 13.15: Assignment. Subject to the provisions of Section 13.05 above, Declarant and the Association shall have the right to assign any and all of the rights, powers, reservations and duties contained herein to any person or entity that shall thereupon have the same rights, power, reservations and duties as Declarant and the Association, respectively.

Section 13.16: Further Assurances. Each Unit Owner covenants and agrees to execute, sign and deliver, or cause to be executed, signed and delivered and to otherwise do or make, or cause to be done and made, any and all agreements, instruments, papers, deeds, acts or things, supplemental, conformity or otherwise, which may be reasonably requested by Declarant or the Association for the purpose of or in connection with clarifying, amending or otherwise consummating any of the transactions and matters herein.

Section 13.17: No Waiver. All rights, remedies and privileges granted to Declarant and the Association pursuant to the terms and provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more of such rights, remedies or privileges shall not be deemed to constitute an election of remedies nor shall it preclude the party exercising same, or any other party, from pursuing such other and/or additional rights, remedies or privileges as may be available at law or in equity. The failure at any time to enforce any covenant or restriction set forth herein shall in no event be deemed a waiver of the right thereafter to enforce such covenant or restriction.

Section 13.18: Rights of Third Parties. This Declaration shall be recorded for the benefit of the Declarant, the Association, the Unit Owners and their respective Mortgagees and by such recording, no other adjoining property owner or third party shall have any right, title or interest whatsoever in the Land/Property or its operation and continuation, in the enforcement of any of the provisions of this Declaration or the right to consent to or approve any amendment or modification to this Declaration.

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IN WITNESS WHEREOF, the Declarant has hereunto set its signature and seal on the day and year first above written.

Declarant:

Paulette Whitfield

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EXHIBIT A

Legal Description of Property

Lot 15, according to the Preliminary map of Oak Mountain Office Park, Inc., more particularly described as follows:
A parcel of land located in the Northwest ¼ of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northeast corner of said Northwest ¼, thence in a Southerly direction along the East line of said ¼ a distance of 446.20 feet to the Southeast right of way line of Oak Mountain State Park Road, thence 53 deg. 05 min. right in a Southwesterly direction along said right of way a distance of 1432.0 feet to the Point of Beginning; thence continue along last described course a distance of 107.74 feet to a point on a curve to the right, said curve having a central angle of 7 deg. 06 min. 30 sec. and a radius of 1206.22 feet; thence 38 deg. 00 min. 30 sec. left, measured to tangent of said curve; thence in a Southwesterly direction along arc of said curve a distance of 149.65 feet to end of said curve; thence continue in a Southwesterly direction a distance of 203.80 feet to a point on a curve to the left, said curve having a central angle of 8 deg. 37 min. 54 sec. and a radius of 469.24 feet; thence 143 deg. 40 min. 36 sec. left, measured to tangent of said curve; thence in a Northeasterly direction along arc of said curve a distance of 70.69 feet to end of said curve; thence continue in a Northeasterly direction a distance of 106.86 feet to the beginning of a curve to the right, said curve having a central angle of 8 deg. 15 min. and a radius of 1069.44 feet; thence along arc of said curve in a Northeasterly direction a distance of 153.99 feet to end of said curve; thence continue in a Northeasterly direction a distance of 75.08 feet; thence 95 deg. 02 min. 30 sec. left in a Northwesterly direction a distance of 193.71 feet to the Point of Beginning.

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EXHIBIT B

The Plan

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WHITFIELD CONDOMINIUM

SITUATED IN THE NW 1/4 OF SECTION 6, TOWNSHIP
20 SOUTH, RANGE 2 WEST,
CITY OF PELHAM
SHELBY COUNTY, ALABAMA

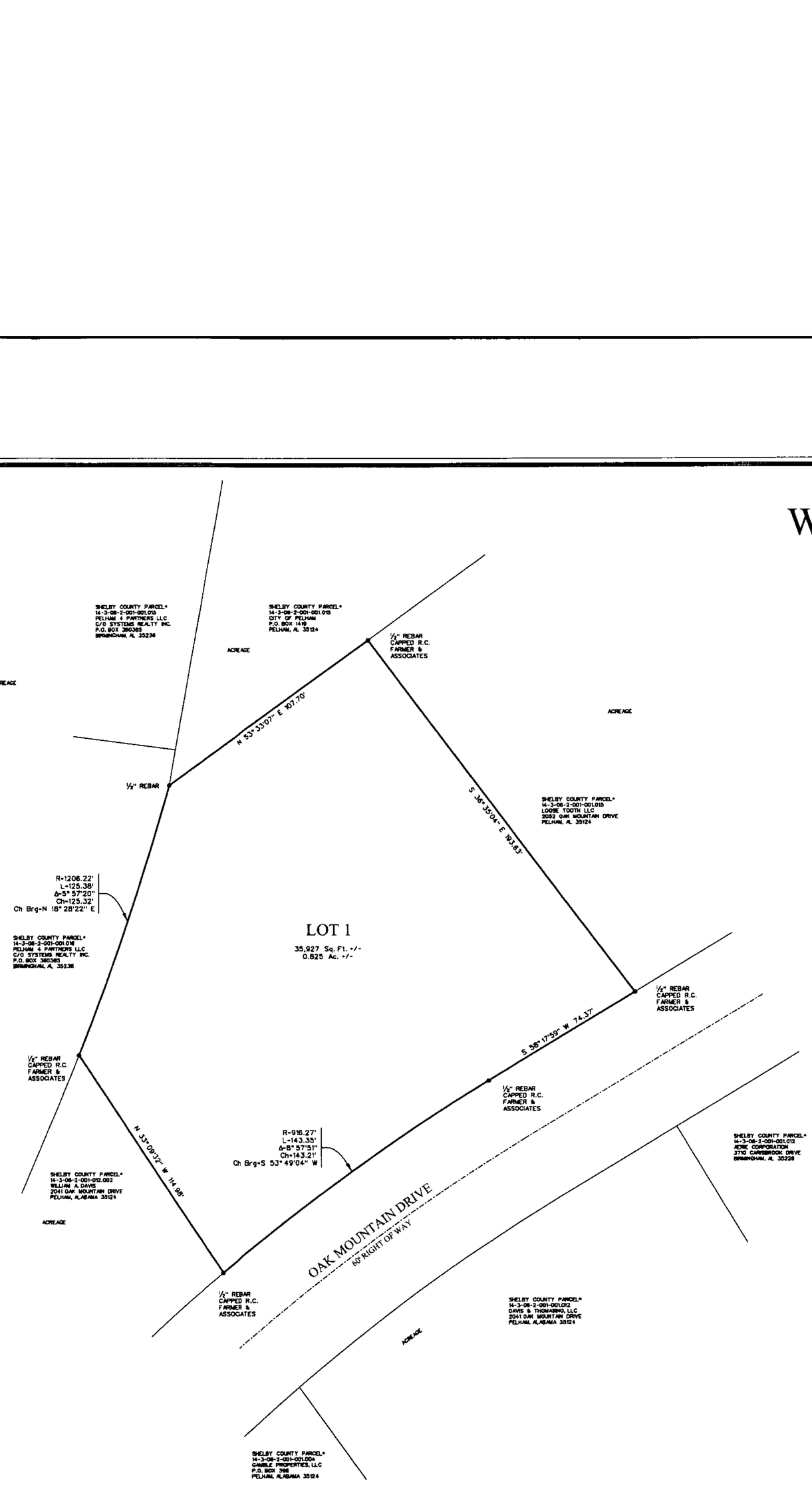
ENGINEERING DESIGN GROUP, LLC
15 SOUTHLAKE LANE, SUITE 120
HOOVER, AL 35244
(205) 403-9158

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

LEGEND

N = North
S = South
E = East
W = West
or any combination such as NE, SW, etc.
° = Degrees
' = Minutes when used in a bearing
" = Seconds when used in a bearing
' = Feet when used in distance
" = Inches when used in distance
AC or ac = Acres
± = More or less (or plus or minus)
R = Range
T = Township
SEC = Section
● = Property corner found
○ = Property corner set, (1/2" rebar, Capped EDG)
Δ = Stake set at building corner
Conc = Concrete
UP = Uncovered Porch
CP = Covered Porch
RCP = Reinforced Concrete Pipe
DIP = Ductile Iron Pipe
YI = Yard Inlet
HW = Headwall
MH = Manhole
SS = Sanitary Sewer
STS = Storm Sewer
PP = Power Pole
IPF = Iron Pin Found
IPS = Iron Pin Set (1/2" rebar, Capped EDG)
(M) = Measured
(D) = Deed
▩ = Common Area



I hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Surveyor's Signature: _____
Alabama License Number 23661, Date: December 7, 2011

NOTES:

1. North is based on record map
2. Date of field work (June 2, 2011)
3. Survey prepared for Terry Ponder on behalf of the Owner.

JOB NO. 12637

ALABAMA REGISTERED No. 23661 PROFESSIONAL LAND SURVEYOR JOSEPH SCHIFANO, III

DRAWN BY: JSW	
CHECKED BY: RES	
DATE: 12/6/2011	
SCALE: 1"=20'	
FIELD CREW: JS	
CAD FILE: Ponder Condo	

CONDOMINIUM PLAT

NW ¼ SECTION 6
TOWNSHIP 20 SOUTH, RANGE 2 WEST
PELHAM, ALABAMA
SHEET 1 OF 3

EDG
ENGINEERING DESIGN GROUP, LLC
CIVIL ENGINEERING - LAND SURVEYING
(205) 403-9158

15 SOUTHLAKE LANE, SUITE 120
BIRMINGHAM, AL 35244
TEL - (205) 403-9158
FAX - (205) 403-9175

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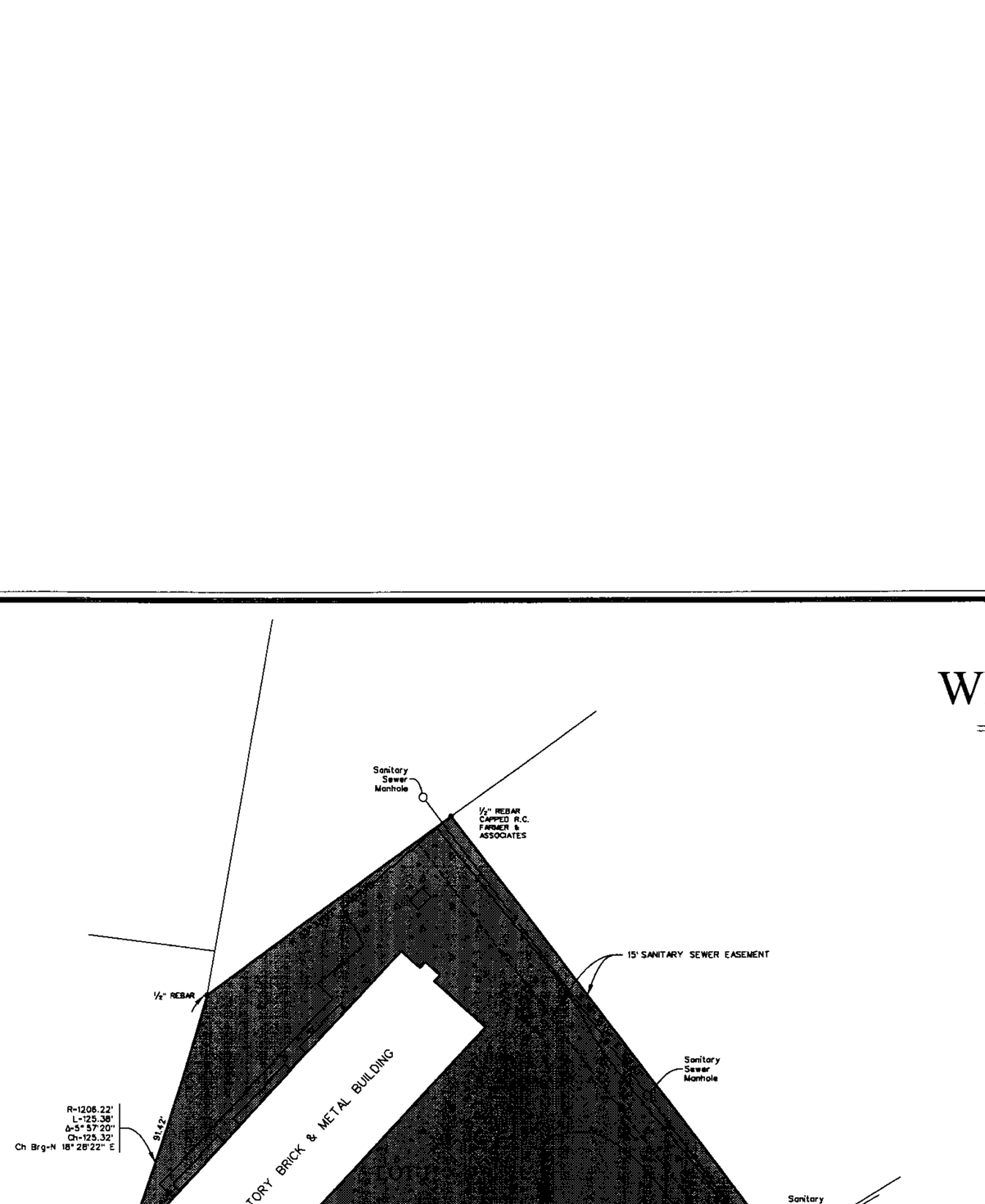

DRAWN BY: JSM	
CHECKED BY: RES	
DATE: 12/6/2011	
SCALE: 1"=20'	
FIELD CREW: JS	
CAD FILE: Ponder Condo	

ALABAMA REGISTERED No. 23661 PROFESSIONAL LAND SURVEYOR JOSEPH SCHIFANO III

EDG
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CIVIL ENGINEERING • LAND SURVEYING
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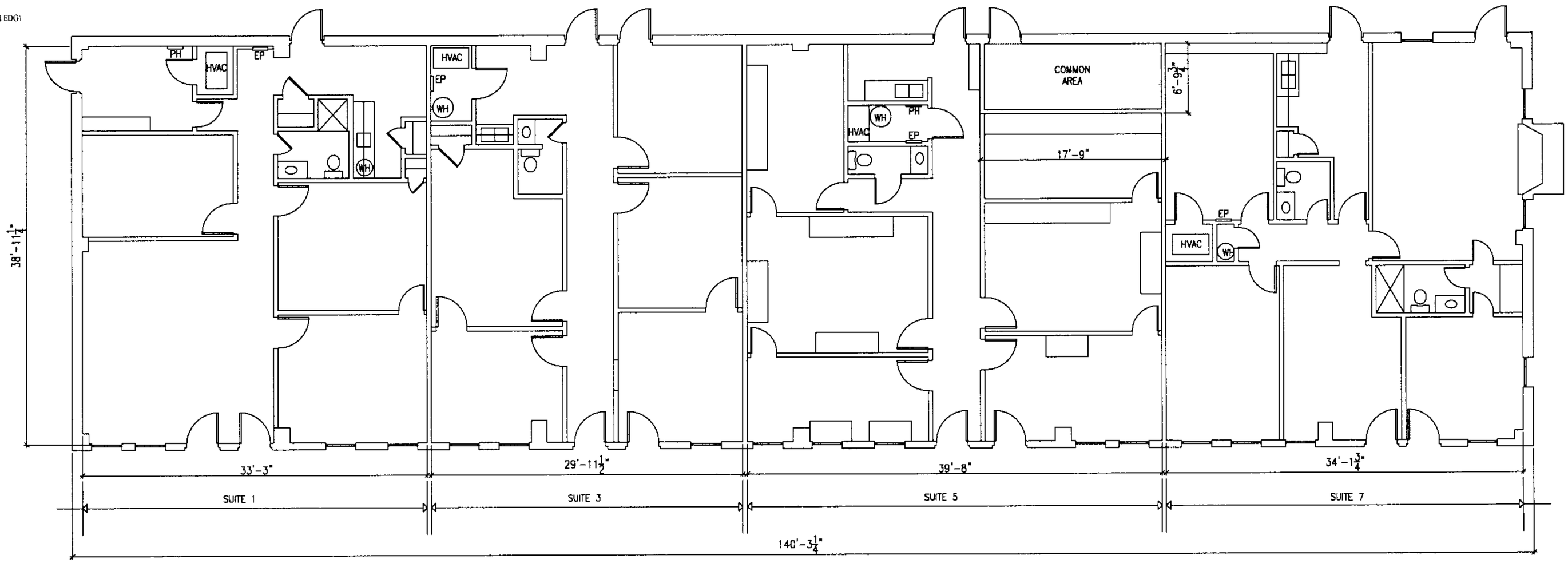

Legend:

DEMISING WALLS AND PERIMETER EXTERIOR WALLS (COMMON AREA)

COMMON AREA

ALABAMA REGISTERED No. 23661 PROFESSIONAL JOSEPH SCHLEANDER III LAND SURVEYOR

DRAWN BY: JSIII	
CHECKED BY: RES	
DATE: 12/6/2011	
SCALE: 1"=5'	
FIELD CREW: JS	
CAD FILE: Ponder Condo	

CONDOMINIUM PLAT

NW ¼ SECTION 6
TOWNSHIP 20 SOUTH, RANGE 2 WEST
PELHAM, ALABAMA
SHEET 1 OF 3

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EXHIBIT C

Bylaws of Association

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BYLAWS
OF
WHITFIELD CONDOMINIUM ASSOCIATION
(An Alabama Non-Profit Corporation)

The following are the Bylaws of **WHITFIELD CONDOMINIUM ASSOCIATION**, hereinafter referred to as the "Association," a corporation not for profit under the laws of the State of Alabama, formed for the purpose of managing and operating a certain condominium located in Shelby County, Alabama, known as **WHITFIELD CONDOMINIUM ASSOCIATION**, hereinafter referred to as the "Condominium."

ARTICLE I PRINCIPAL OFFICE

The principal office of the Association shall be at 45599 Hwy 25, Vincent, AL 35178, or at such other place as may be designated subsequently by the Board of Directors. All books and records of the Association shall be kept at its principal office.

ARTICLE II DEFINITIONS

Declaration Defined

2.01. "Declaration" shall mean that certain Declaration of Condominium of **WHITFIELD CONDOMINIUM ASSOCIATION**, a Condominium filed in the Office of the Judge of Probate of Shelby County, Alabama, on January 5, 2012, instrument number 20120105000006080 and following, as the same may be amended from time to time in accordance with the terms thereof.

Other Terms Defined

2.02. Other terms used herein shall have the meaning given to them in the Declaration and are hereby incorporated be reference and made a part hereof.

ARTICLE III MEMBERSHIP

Qualification

3.01. The sole qualification for membership shall be ownership of a Unit in the Condominium. Each Unit Owner's respective membership in the Association shall be in accordance with his respective percentage of ownership in the Common Elements of the Condominium. No membership may be separated from the Unit to which it is appurtenant; provided, however, that the privileges of ownership may be exercised by a

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nominee of a Unit Owner designated in writing so long as (1) the nominee is a tenant on the property to which the membership is appurtenant; (2) no charge is made for use of the membership in excess of the amount of any assessments levied against the Unit Owner; and (3) any assignment of privileges is revocable at the will of the Unit Owner.

No Additional Qualifications

3.02. No initiation fees, costs, or dues shall be assessed against any person as a condition of the exercise of the rights of membership except such assessments, levies, and charges as are specifically authorized by the Declaration.

Succession

3.03. The membership of each Unit Owner shall automatically terminate on the conveyance, transfer, or other disposition of a Unit Owner's interest in the Unit. The Unit Owner's membership shall automatically be transferred to the new Unit Owner succeeding to such ownership interest. On the conveyance, transfer, or other disposition of a portion of a Unit Owner's interest in a Unit, the transferring Unit Owner and the transferee shall each be members of the Association in accordance with the percentage of ownership interest in the Common Elements of each following such conveyance or transfer.

Certificates of Membership

3.04. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association, which shall be in such form as may be determined by the Board. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Association maintained by the Secretary.

ARTICLE IV MEETINGS OF MEMBERS

Annual Meeting

4.01. The annual meeting of the Members shall be held on the date, at the place, and at the time, as determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and not later than thirteen months after the last preceding annual meeting. The purpose of the annual meeting shall be to elect the Directors, and to transact any other business authorized to be transacted by the Board of Directors or stated in the notice of the meeting sent to the Members in advance thereof.

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Special Meeting

4.02. Special meetings of the Members may be called at any time by a majority of the Board, or on receipt by the Board of a written request of Members representing at least fifty-one (51%) percent of the total voting power of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

Notice of Meeting

4.03. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, or of a meeting which is required by statute to be held for any special purpose, or of an annual meeting at which special action is to be taken, the purpose or purposes for which the meeting is called, or the special action which is proposed to be taken, shall, unless otherwise prescribed by statute, be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary or the persons calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his or her address as it appears on the records of the Association, with postage thereon prepaid. Any Member may waive the right to receive notice of the annual meeting by sending a written waiver to the Board of Directors. Notice of specific meetings may be waived before or after the meeting, orally or in writing. Attendance by a Member at an annual or special meeting, either in person or by proxy, shall constitute waiver of notice of such meeting.

Fixing of Record Date

4.04. The Board of Directors may fix in advance a date as the record date for the purpose of determining the members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or for any other proper purpose, such date in any case to be not more than thirty (30) days and, in case of the meeting of the Membership, not less than ten (10) days prior to the date on which the particular action, requiring such determination of members, is to be taken. If no record date is fixed for the determination of members entitled to notice of or vote at a meeting of the Membership, the date on which notice of the meeting is mailed shall be the record date for such determination of members. When a determination of members entitled to vote at any meeting of the Membership has been made as provided in this section, such determination shall apply to any adjournment thereof.

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Quorum

4.05. A quorum of Members for any meeting shall be deemed present throughout such meeting if Members represented in person or by proxy and holding Fifty-one percent (51%) of the votes entitled to be cast at such meeting are present at the beginning of such meeting.

Adjournment for Lack of Quorum

4.06. In the absence of a quorum at any meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting to a time and date not less than five (5) days nor more than fifteen (15) days from the meeting date, but no other business may be transacted. Notice of the adjourned meeting shall be given as in the case of an original meeting.

Action Without Meeting

4.07. Any action that may be taken at a meeting of the Members may also be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the number of Members required to take such action at a meeting, and is filed with the Secretary of the Association.

ARTICLE V MEMBER'S VOTING RIGHTS

Number of Votes

5.01. In any meeting of Members, each Member shall be entitled to one vote for each Unit owned. If more than one person holds an interest in any Unit, all such persons shall be Members, but the Unit shall be entitled to only one vote. The vote of a Unit shall not be divisible. The vote for a Unit with more than one owner shall be exercised as they among themselves determine, or in accordance with Paragraph 5.04, below.

Vote Required to Transact Business

5.02. When a quorum is present, the holders of a majority of the voting rights present, in person or by proxy, shall decide any question brought before the meeting, unless the question is one on which, by express provision of the Act or the Condominium Documents, a different number is required. The following matters shall be subject to the affirmative vote of not less than seventy-five percent of the votes of the Members: (1) The merger or consolidation of the Association; (2) The sale, lease,

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mortgage, or other disposition of substantially all of the property of the Association; and (3) The purchase of land or Units on behalf of the Association.

Designation of Voting Member

5.03. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit may be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, partnership, trust, or other legal entity, the person entitled to cast the vote for the Unit must be designated by a certificate of appointment signed by a duly authorized representative of the entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit involved. A certificate may be revoked by any owner of an interest in the Unit.

Failure to Designate a Voting Member

5.04. If a Unit is owned by more than one person and they do not designate a voting Member, the following provisions shall apply:

(1) If more than one such owner is present at any meeting, and they are unable to concur in a decision on any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(2) If only one such owner is present at a meeting, that person shall be entitled to cast the vote pertaining to the Unit.

(3) If more than one such owner is present at the meeting, , the vote allocated to that Unit may be cast only in accordance with the agreement of the majority of the owners.

Voting by Proxy

5.05. Votes may be cast in person or by proxy. All proxies must be in writing, dated, signed by the Member generating the proxy, and filed with the Secretary of the Association before the appointed time of any meeting to which it applies. A Member may revoke a proxy at any time by delivering a written notice of revocation to the Association.

ARTICLE VI BOARD OF DIRECTORS

Number

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6.01. The affairs of this Association shall be managed by a Board of Directors, consisting of not more than four (4), but not less than three (3) persons.

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Qualification

6.02. Except for Directors appointed by the Declarant, each Director shall be a Unit Owner. If a Unit Owner is a trust, then the beneficiary of the trust may be a Director; and if a Unit Owner is a corporation or partnership, then an officer, partner, or employee of such Unit Owner may be a Director. If a Director shall cease to meet such qualifications during his or her term, he or she shall cease to be a Director and his or her place on the Board shall be deemed vacant.

6.03. Notwithstanding the provisions of Section 6.01 and 6.02 above, the Declarant (as identified in the Declaration), its successors and assigns, shall elect the members of the Board of Directors of the Association, and in the event of vacancies, the Declarant shall fill vacancies, until such time as:

(a) sixty (60) days after 75% of the total number of Units have been conveyed to purchasers of Units,

(b) two (2) years after Declarant or his successor or assigns as a Declarant, has ceased to offer Units for sale in the ordinary course of business; or

(c) two (2) years after any development right to add new Units was last exercised; provided that the Declarant may, at its option, terminate its control of the Association, at an earlier date based on Declarant's written notice to the Association of any such earlier termination.

Notwithstanding the foregoing, within ninety (90) days after conveyance of 25% of the Units, the Unit Owners other than Declarant shall be entitled to elect 25% of the members of the Board of Directors. Not later than ninety (90) days after conveyance of 50% of the Units to Unit Owners other than Declarant, not less than 33 and 1/3% of the members of the Board shall be elected by the Unit Owners. The Declarant shall be entitled to elect at least one member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least one Unit within the Condominium. Within sixty (60) days before the date of termination of control of the Association by the Declarant, the Board of Directors shall call and give not less than ten (10), nor more than thirty (30) days' notice of a special meeting of the Membership for the purpose of electing the members of the Board of Directors.

Nomination for Election and Election of Directors

6.04. Upon the occurrence of those events noted in Section 6.03, nomination for election to the Board of Directors shall be made from the floor at the annual meeting of Members or at any other meeting of Members called for the purpose of electing Directors.

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Nominations shall also be made by a nominating committee appointed by the Board prior to the annual meeting of the Members or prior to any other meeting of Members called for the purpose of electing Directors. The election shall be by secret ballot (unless dispensed with by unanimous consent), and each Member shall be entitled to cast one vote for each vacancy. There shall be no cumulative voting. Those candidates receiving the greatest number of votes cast either in person or by proxy shall be elected.

Term

6.05. Each Director elected by the Members shall hold office until the next annual meeting of Members and until his or her successor shall be elected and qualified, or until he or she resigns or is removed in any manner provided elsewhere herein. Each Director appointed by the Declarant shall hold office until he or she resigns, is removed by the Declarant, or his or her term expires as provided in Paragraph 6.03. Any vacancy in the position of a Director elected by the Members of the Association shall be filled by a majority vote of the remaining Directors, and any Director so elected shall hold office for a term equal to the unexpired term of the Director whom he or she succeeds. Any vacancy in the position of a Director appointed by the Declarant shall be filled by the Declarant.

Removal

6.06. Subject to the rules contained herein, any Director may be removed for cause by a majority vote at a special meeting of the Members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the Members at the same meeting.

Compensation

6.07. By resolution of the Board of Directors, the directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as a director, or both. No such payment shall preclude any director from serving the Association in any other capacity and receiving compensation therefore.

ARTICLE VII MEETINGS OF DIRECTORS

Regular Meetings

7.01. A regular meeting of the Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of the Membership, provided, however, any such regular meeting may be held at any other time

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or place which shall be specified in a notice given as hereinafter provided for special meetings, or in a consent and waiver of notice thereof, signed by all directors. The Board of Directors may provide, by resolution, the time and place, within or without the State of Alabama, for the holding of additional regular meetings without other notice than such resolution.

Special Meetings

7.02. Special meetings of the Directors may be called by the President at any time, and must be called by the President or any two Directors.

Notice

7.03. Notice of any special meeting shall be given at least three (3) days previous thereto by written notice delivered personally or by mail, to each director at his business address, by e-mail, if the director has indicated that this is the preferred method of communication, or by fax. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage prepaid. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of such meeting.

Quorum

7.04. A quorum shall consist of the Directors entitled to cast a majority of the votes of the entire Board of Directors. The acts of the Directors approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such a Director for the purpose of determining a quorum.

Action Without Meeting

7.05. Any action permitted or required to be taken at a meeting of the Directors may be taken without a meeting if written consent setting forth the action so taken shall be signed by all the Directors, and filed with the minutes of the proceedings of the Board.

Presumption of Consent

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7.06. A Director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Form of Meeting

7.07. Any regular or special meeting of the Board of Directors may be held in person or by teleconference, or any combination thereof, provided all other requirements of this Article III are otherwise complied with.

ARTICLE VIII POWERS AND DUTIES OF THE DIRECTORS

Specific Powers

8.01. The Board of Directors shall have the power to exercise all powers, duties, and authority vested in the Association by the Act, the Declaration, or these Bylaws, except for such powers and duties reserved thereby to the Members or the Declarant. The powers and duties of the Board shall include, but shall not be limited to, the following: [*specify, e.g.,*

(1) To elect and remove officers of the Association as hereinafter provided.

(2) To administer the affairs of the Association and the Condominium Property.

(3) To maintain bank accounts on behalf of the Association and to designate signatories required therefore.

(4) To sell, lease, mortgage, or otherwise deal with Units acquired by the Association.

(5) To pay the cost of all taxes and utilities assessed against the Condominium that are not assessed and billed to the owners of individual Units.

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(6) To borrow money on behalf of the Association when required in connection with the operation, care, upkeep, and maintenance of the Common Elements and Limited Common Elements. Such authority may be general or confined to specific instances.

(7) To estimate the amount of the annual budget and to make and collect Assessments against Unit Owners to defray the costs, expenses, and losses of the Condominium.

(8) To use the proceeds of Assessments in the exercise of its powers and duties.

(9) To maintain, repair, replace, and operate the Common Elements, Limited Common Elements, and those Portion of the Units allowed under the Declaration and the Act.

(10) To purchase insurance on the Property, and insurance for the protection of the Association and its Members, and the members of the Board of Directors and Officers of the Association.

(11) To reconstruct improvements after casualty and to further improve the Property.

(12) To make and amend reasonable Rules and Regulations respecting the use of the Property and the operation of the Condominium.

(13) To enforce by legal means the provisions of the Act, the Declaration, the Articles of Incorporation, these Bylaws, and the Rules and Regulations for the use of the Property.

(14) To contract for the management of the Property and to delegate to such managing agent all powers and duties of the Association except such as are specifically required by the Declaration to have approval of the Board of Directors or the membership of the Association.

(15) To contract for the management or operation of portions of the Common Elements of the Condominium susceptible to separate management or operation, and to lease such portions.

(16) To retain attorneys and accountants.

(17) To employ personnel to perform the services required for proper operation of the Condominium.

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(18) To purchase a Unit of the Condominium for the purposes authorized in the Declaration.

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Committees

8.02. The Board of Directors may, by resolution or resolutions, passed by a majority of the whole Board, designate one or more committees, each of which shall consist of two or more directors and which to the extent provided in said resolution or resolutions or in the Bylaws of the Association, shall have and may exercise all of the powers of the Board of Directors in the management of the activities and affairs of the Association and may have power to authorize the seal of the Association to be affixed to all papers which may require it; except that no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the Bylaws; electing, appointing or removing any member of any such committee or any director or officer of the Association; amending the Articles, restating the Articles, adopting a plan of merger or adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage all or substantially all of the property and assets of the Association; authorizing the voluntary dissolution of the Association or revoking proceedings therefore; adopting a plan for the distribution of assets of the Association; or amending, altering or repealing any action or resolution of the Board of Directors which by its terms provide that it shall not be amended, altered or repealed by such committee. The designation of such committee or committees or the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual director of any responsibility imposed upon it or him by law.

Managing Agent

8.03. The Board of Directors shall be authorized to employ the services of a manager or managing agent, who may either be a Director, Officer, or employee of the Association, or an independent person or firm qualified to manage the Property and affairs of the Condominium under the supervision of the Board. The compensation paid to any such manager or managing agent shall be in the amount established from time to time by the Board. The Association shall, for two years after completion of the construction of the Condominium contract with J. Aaron Harwell ("Harwell"), or an entity owned by Harwell, as a manager.

ARTICLE IX OFFICERS

Election

9.01. The executive officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer. The officers shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the Members of the

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Association, or as soon thereafter as conveniently possible. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Term

9.02. Each Officer shall hold office for the term of one year and until his successor shall have been appointed or elected and qualified, or until his death or until he shall have resigned or shall have been removed in the manner provided.

Special Appointments

9.03. The Board may appoint such other 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.

Resignation and Removal

9.04. Any Officer may be removed from office either with or without cause by the vote of a majority of the Directors present at any meeting. Any Officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt 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. Any such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer shall not of itself create any contract rights in favor of such officer.

Vacancies

9.05. A vacancy in any office shall be filled by a majority vote of the Directors at any meeting. An Officer elected to fill a vacancy shall hold office for a term equal to the unexpired term of the Officer he succeeds.

Duties of the President

9.06. The President, who shall be a Director, is the chief executive officer of the Association, and shall have all of the powers and duties that are usually vested in the office of president of a condominium association, including but not limited to the following powers:

(1) To preside over all meetings of the Members and of the Board.

(2) To sign as President all deeds, contracts, and other instruments that have been duly approved by the Board.

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(3) To call meetings of the Board whenever he deems it necessary in accordance with the rules.

(4) To have the general supervision, direction, and control of the affairs of the Association.

Duties of the Vice-President

9.07. The Vice-President, who shall be a Director, shall have all of the powers and duties that are usually vested in the office of vice-president of a condominium association, including but not limited to the following powers:

(1) To perform the duties and exercise the powers of the President, in the absence or disability of the President.

(2) To assist the President in the exercise of his powers and the performance of his duties.

Duties of the Secretary

9.08. The Secretary, who shall be a Director, shall have all of the powers and duties that are usually vested in the secretary of a condominium association, including but not limited to the following powers:

(1) To keep a record of all meetings and proceedings of the Board and of the Members.

(2) To keep the seal of the Association, if any, and affix it on all papers requiring said seal.

(3) To prepare and serve such notices of meetings by the Board and the Members required either by law or by these Bylaws.

(4) To keep current records showing the Members of the Association together with their addresses.

(5) To sign as Secretary all deeds, contracts, and other instruments which have been duly approved by the Board, if said instruments require a second Association signature.

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Duties of the Treasurer

9.9. The Treasurer shall be the financial officer of the Association, and shall have all powers and duties that are usually vested in the treasurer of a condominium association, including but not limited to the following powers:

(1) To receive and deposit in such bank or banks as the Board may from time to time direct, all of the funds of the Association.

(2) To be responsible for and supervise the maintenance of books and records to account for such funds and other Association assets.

(3) To disburse and withdraw said funds as the Board may from time to time direct, and in accordance with prescribed procedures.

(4) To prepare and distribute the financial statements for the Association.

ARTICLE X FISCAL MANAGEMENT

Fiscal Year

10.01. The fiscal year of the Association shall be the calendar year.

Annual Budget

10.02. The annual budget of the Association shall be detailed and shall show the amounts budgeted by accounts and expense classifications. Expenses shall be estimated for each of the following categories: administration expenses, management fees, maintenance, rent for recreational facilities, taxes, insurance, salaries, legal and accounting fees, repairs and replacement, and utilities, expenses for limited common areas, if Association maintains limited common elements. The budget shall also include reserve accounts for capital expenditures. The budget shall also set forth each Unit Owner's proposed Assessment for Common Expenses.

Adoption of Annual Budget

10.03. The Board of Directors shall prepare or cause to be prepared a proposed annual budget for each fiscal year of the Association. Each Unit Owner shall receive a copy of the proposed annual budget at least seven (7) days prior to the meeting of the Board at which the budget will be considered, and the meeting shall be open to all Unit Owners. The final annual budget shall be adopted by the Board at a duly noticed meeting, and the

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Board shall furnish copies of the final annual budget to each Unit Owner within fourteen (14) days after the adoption.

Assessments

10.04. On or before the first day of each month of the fiscal year for which the Assessments are made, each Unit Owner shall pay one twelfth of his or her share of the Common Expenses for such year as shown by the annual budget. The Assessments of the Common Expenses shall be as set forth in the Declaration, but the yearly assessment for each Unit Owner shall be in proportion to his or her respective ownership interests in the Common Elements and Limited Common Elements. The Board of Directors may cause to be sent to each Unit Owner, on or before the first day of each month, a statement of the monthly Assessment. However, the failure to send or receive such monthly statement shall not relieve the Unit Owner of his or her obligation to make timely payment of the monthly Assessment. If the Board shall not approve an annual budget or shall fail to determine new monthly Assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay the amount of his or her monthly Assessment as last determined. No Unit Owner shall be relieved of his or her obligation to pay his or her Assessment by abandonment of his or her Unit or lack of use of the Common Elements.

Supplemental Assessments

10.05. If during the course of any fiscal year, it shall appear to the Board that the monthly Assessments, as determined in the annual budget, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency. Copies of the supplemental budget shall be delivered to each Unit Owner, and thereupon a supplemental Assessment shall be made to each Unit Owner for his or her proportionate share of the supplemental budget.

Annual Statement

10.06. Within thirty (30) days after the end of each fiscal year, the Board shall cause to be furnished to each Unit Owner, a statement for the year so ended showing the receipts and expenditures of the Association, and such other information as the Board may deem desirable.

Accounting Records

10.07. The Board shall cause to be kept, in accordance with generally accepted accounting principles, a record of all receipts and expenditures; and a separate account for each Unit showing the Assessments or other charges due, the due dates thereof, the

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present balance due, and any interest in common surplus. Such records shall be open to inspection by Unit Owners at reasonable times. An audit, review or compilation of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit, review or compilation report shall be made available for review by each member.

ARTICLE XI AMENDMENTS TO THE BYLAWS

Notice

11.01. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

Adoption

11.02. The Board of Directors shall have the power to alter, amend, or repeal any of these Bylaws or to adopt new Bylaws by the affirmative vote of a majority of all of the Directors; provided, however, that any bylaw adopted by the Board may be altered, amended, or repealed, and new bylaws may be adopted by the affirmative vote of at least seventy-five (75%) percent of the total number of votes of all of the Members.

Prohibited Amendments

11.03. No amendment may be adopted that would eliminate, modify, prejudice, abridge, or otherwise adversely affect any rights, benefits, privileges, or priorities granted to the Declarant or any Institutional Mortgagee without the consent of the Declarant or the Institutional Mortgagee, as the case may be. No amendment that is in conflict with the Articles or the Declaration shall be adopted.

Recording

11.04. No modification or amendment to the Bylaws shall be valid or effective until the President and Secretary of the Association shall certify as to the adoption of such amendment and shall file their certificate setting forth the text of the amendment with the Office of the Judge of Probate of Shelby County, Alabama.

ARTICLE XII RULES AND REGULATIONS

12.01. The Board of Directors may from time to time adopt, modify, amend, or add to rules and regulations concerning the use of the Condominium Property. Copies of such rules and regulations, or any amendments, additions, or modifications, shall be delivered

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to each Unit Owner not less than ten (10) days prior to the effective date thereof. No rule or regulation that is in conflict with the Condominium Documents shall be adopted.

ARTICLE XIII INDEMNIFICATION

13.01. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association), by reason of the fact that he is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was lawful.

13.02. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

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13.03. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections (1) and (2), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

13.04 Any indemnification under Sections (1) and (2) above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon determination that indemnification of the director, officers, employee or agent is proper in the circumstance because he has met the applicable standard of conduct set forth in Sections (1) and (2). Such determination shall be made: (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; or (ii) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or (iii) by the membership.

13.05 Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this section.

13.06 The indemnification provided by this section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled to under any bylaw, agreement, vote of members or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE XIV MISCELLANEOUS

Captions

14.01. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision hereof.

Conflicts

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14.02. In the event of any conflict between the provisions of these Bylaws and the Declaration, the Declaration shall govern.

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ARTICLE XV FIDELITY BONDS

15.01. Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Board of Directors, but shall not be less than three times the amount of the total annual assessments against members for Common Expenses and Limited Common Expenses. The premiums of such bonds shall be paid by the Association as a Common Expense.

The foregoing was adopted as the Bylaws of **WHITFIELD CONDOMINIUM ASSOCIATION** at the first meeting of the Board of Directors on the 21st day of December, 2011.

ADOPTED by the Directors on this 21st day of December, 2011.

Paulette Whitfield

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EXHIBIT D

Percentage of Ownership

Unit	Approximate Square Footage of Unit	Percentage of Ownership
1	Approximately 1400 sq ft	25
3	Approximately 1400 sq ft	25
5	Approximately 1400 sq ft	25
7	Approximately 1400 sq ft	25

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EXHIBIT E

Preliminary Budget

Property Insurance	State Farm	$120.00/month
Water	Pelham Water	$100.00/month
Garbage Pickup	Allied Waste	$150.00/month
Property Maintenance/Lawn Care	Independent contractor	$350.00/month
Total		$720.00/month

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EXHIBIT F

Current Rules and Regulations for Whitfield Condominium Association, a Condominium

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RULES AND REGULATIONS
OF
WHITFIELD CONDOMINIUM ASSOCIATION, INC.
(An Alabama Non-profit Corporation)

Section 1: Condominium Documents. These Rules and Regulations shall be supplementary and in addition to the provisions of the Declaration of Condominium of WHITFIELD CONDOMINIUM ASSOCIATION, a condominium, ("Condominium") and the Articles and Bylaws of Whitfield Condominium Owners Association, Inc. ("Association") Capitalized terms used in these Rules and Regulations are as defined in the Declaration of Condominium of WHITFIELD CONDOMINIUM ASSOCIATION, a condominium. ("Declaration") The Board of Directors may alter, amend, delete or change these Rules and Regulations at any time upon a majority vote thereof.

Section 2: Use. The Units shall only be used for legal commercial/business use. All use of the Condominium Property and any Unit therein shall conform to applicable zoning ordinances; recorded covenants, conditions and restrictions; and all other laws and regulations of state, county and municipal authorities having jurisdiction.

The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the Owners and their employees, clients, guests, invitees, lessees or licensees and other authorized visitors, and for other purposes incidental to the designated use of the respective Common Elements. Designated walkways and paved areas shall be used at all times and shortcuts shall be avoided both to prevent accidents and to preserve the appearance of planted areas. The Common Elements and Limited Common Elements, including sidewalks, driveways and parking areas must not be obstructed or encumbered or used for any purpose other than access, ingress, egress and for parking. The Association, the Board of Directors and their authorized employees, agents and representatives shall have such access to any Unit as may be necessary for the repair, maintenance, replacement, alteration, care or protection of the Common Elements or Limited Common Elements, the Units or any portion thereof. Any alteration or repair of the Common Elements or Limited Common Elements is the responsibility of the Association, except for those matters which are stated in the Declaration to be the responsibility of the Unit Owner.

Section 3: Nuisances. No unlawful, immoral, noxious or offensive activities shall be carried on in any Unit, the Common Elements, the Limited Common Elements, or elsewhere on the Condominium Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall, in the

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judgment of the Board of Directors, cause unreasonable noise, light or other disturbance to others. Offensive or strong odors, including cigar and cigarette smoke, shall not be allowed to permeate the property to the extent that they constitute a nuisance to any Unit Owner, but rather offensive or strong odors should be properly and effectively ventilated, as shall be determined at the discretion of the Board of Directors. Unit Owners shall keep all mechanical apparatus free of vibration and noise that may be transmitted beyond the Premises. All radios, televisions, phonographs, musical instruments or other items which cause noise shall be maintained at a level that does not annoy or interfere with other Unit Owners' or tenants' enjoyment of the Property.

Section 4: Maintenance and Repair.

4.01. Each Unit Owner shall maintain its Unit in good condition and in good order and repair and shall not do or allow anything to be done therein which may increase the rate or cause the cancellation of insurance on any Unit or the Common Elements. No structural alteration, construction, addition or deletions of any Unit, the Limited Common Elements or the Common Elements shall be made by the Unit Owners except with the prior written consent of the Association.

4.02 Each Unit Owner shall keep the inside of the Unit and all floors, glass, doors and windows of the Unit clean.

4.03 Each Unit Owner shall replace promptly at Owner's expense, with glass of a like kind and quality, any plate glass or window glass of the Unit that may become cracked or broken, unless such glass is broken by an employee or independent contractor retained by the Board.

4.04 Tenant shall keep the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

Section 5: Trash Disposal. Trash, garbage and other waste shall be disposed of only in designated areas and in containers and bags specified from time to time by the Board, or at the address of the Association, or other address as determined by the Board. All refuse shall be disposed of in a clean and sanitary manner in sealed, waterproof bags, so as to avoid leakage in route to the refuse receptacles. The Common Elements and Limited Common Elements shall be kept clear of rubbish, debris and other unsightly materials. No material shall be placed in the trash or garbage boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the municipality in which the Condominium is located without being in violation of any law or ordinance governing such disposal.

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Section 6: Rights of Declarant. Until all of the Units have been sold and occupied by Purchasers or tenants, the Declarant may use and show one or more of such unsold or unoccupied Units as model Units of sales office, and may maintain customary signs in connection therewith, notwithstanding the provisions of Section 9 of these Rules and Regulations.

Section 7: Storage. Articles of personal property belonging to any Unit Owner, such as furniture, equipment and other articles shall not be stored or kept in the Common Elements or the Limited Common Elements. All storage will be confined to the Unit. No flammable materials may be stored in any portion of the buildings. No ornaments, chairs, tables, benches, planters or statues will be allowed outside the entrance door of the Unit. No articles shall be hung or exposed from the windows or hung in the Common Elements without prior written consent of the Association. Unit Owners shall not use or keep in the Unit, Common Elements, or Limited Common Elements any hazardous, toxic, or radioactive material. Unit Owners may, with the approval of the Association and the Board of Directors, establish and provide outdoor seating groups, lounging areas, reading and smoking areas.

Section 8: Signs. No signs or any character shall be erected, posted or displayed upon, in, from or about any Unit or the Common Elements, including any window or door of a Unit, without the prior written consent of the Association, except signs temporarily used by the Declarant in the selling or leasing of the Units.

Section 9: Parking and Driving.

9.1 No vehicle shall be parked on the Common Elements or Limited Common Elements except in authorized and designated parking areas.

9.2 No mobile homes, motor homes, trailers, tractors, tools, construction machinery and equipment of any nature, boats, and any other type of watercraft, including boat trailers, and any other similar types of vehicles, machinery or equipment, or oversized vehicles may be stored or allowed to remain on the Property, unless necessary for the purposes of maintenance, upkeep or construction of the improvements to the Land and/or Buildings. No vehicle may be parked on the roads or ramps providing ingress and egress on the Condominium Property except in those spaces which have been designated as parking areas. Any illegally parked vehicle will be towed away at the Owner's expense, and the Owner shall be subject to a fine. No motorized vehicle shall be operated on any walkway or other area except upon the driveways and parking areas designated for vehicular use, provided, nothing herein shall prevent any use of motorized wheelchairs, or like devices, on such walkways or other areas by any person requiring the use of

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such by way of any disability. Unit Owners shall not permit the parking or standing of delivery vehicles to interfere with the use of any driveway, walk, parking area, or other common areas of the Condominium.

9.3 No vehicle which cannot operate on its own power shall remain on the Common Elements or the Limited Common Elements for more than twenty-four (24) hours without the express permission of the Board of Directors of the Association and no vehicle repair other than the changing of a flat tire and/or replacing of a windshield shall be made on the Condominium Property. A violation of this rule will result in the vehicle being towed away at the expense of the Owner and/or the imposition of a fine.

9.4 Unit Owners shall require employees, officers and agents to park in the areas of the parking lot designated by the Board, or managing agent, if any, as employee parking areas. Unit Owners shall furnish the Board, or its managing agent, with the license number of all employee vehicles within five days following the Unit Owner's commencement of business in the Unit and thereafter within five days following any changes in such personnel or their vehicle license numbers. If the Unit Owners, its officers, agents or employees shall fail to park their cars in the designated parking areas, the Board or its managing agent shall have the right to have such vehicles towed from the Condominium.

9.5 Unit Owners shall not cause or permit the loading or unloading of merchandise, supplies or other property outside the area designated therefore at the rear of the Unit, or permit the parking or standing outside of said area by delivery vehicles or other vehicles or equipment engaged in loading or unloading.

Section 10: Common Elements.

10.1 The Common Areas shall be subject to the exclusive control and management of the Board. Only authorized maintenance personnel are allowed to adjust any Common Element equipment.

10.2 Any damage to the buildings or equipment, or other Common Elements or adjacent property caused by an Owner and their employees, clients, guests, invitees, lessees or licensees shall be repaired by the Association and the cost thereof shall be assessed against the Unit Owner as a special assessment.

10.3 No item of common ownership shall be removed or damaged by any Owner or their employees, clients, guests, invitees, lessees or licensees from the Common Elements or Limited Common Elements. Any Owner or their employees,

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clients, guests, invitees, lessees or licensees violating this rule shall be sanctioned, fined or subject to criminal prosecution by the Association. The Owner of the Unit shall be held responsible for the cost of any item so removed or damaged.

10.4 Unit Owners shall not place or maintain merchandise or other articles in any entry of the Unit, on the footwalks adjacent thereto or elsewhere in the Common Elements or Limited Common Elements. Unit Owners, or their employees, clients, guests, invitees, lessees and/or licensees, shall not solicit business in the parking area or other common areas, including, distributing handbills or other advertising matter to, in or upon any automobiles parked in the parking areas or in any other common areas.

Section 11: Association Management.

11.1 Complaints or suggestions regarding the management of the Condominium or regarding the actions of other Owners shall be made in writing to the Board of Directors of the Association.

11.2 No Owner shall request or cause an employee of the Association, or of any Management Company employed by the Association, to do any private work during normal business hours in the Unit except as authorized in writing by the Association.

Section 12: Structures. No structures or appurtenances, such as a trailer, fence or aerial antenna, shall be placed or erected on any part of the Condominium Property.

Section 13: Window Treatment. The installation of window treatments in the Units shall be of the type prescribed by the Board of Directors. The installation of any form of tint is prohibited without the express written permission of the Board of Directors.

Section 14: Access. The Board of Directors or its designated agent may request access in individual Units for use in emergency situations, and the Unit Owners must provide this access upon reasonable request.

Section 15: Rules and Regulations. There shall be no violation of any of these Rules and Regulations or of the terms and provisions of the Condominium Documents, or other supplemental Rules which may, from time to time, be adopted by the Board of Directors and promulgated among the membership in writing. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Directors.

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Section 16: Enforcement of Rules and Regulations. The Association is responsible for the notification of Owners and their lessees or licensees regarding violation of these Rules. A minimum fine of $100.00 will be assessed against any Owner who violates or allows to be violated by its employees, clients, guests, invitees, lessees or licensees, any Rule or Regulation. Also, fines may be assessed to cover costs of repairs and damages resulting from any violation. The amount of the fine may vary based on the severity of the violation and shall be determined by the Board. The Unit Owner against whom a penalty has been assessed may make objections and be heard by the Board if the Unit Owner notifies the Board of his objection within ten (10) days of the assessment of the penalty. All charges and fines imposed by the Association are due and payable on the first day of each month unless otherwise specified. Failure to pay the fine by the 15th of each month will result in a late penalty fee per month which equates to a 18% yearly interest rate, plus $5.00 per day. Payment shall be made at the address of the Association, or other address as determined by the Board, by check or money order, payable to Whitfield Condominium Association, Inc. Failure to pay any fine or assessment shall constitute a lien against the Unit of the Unit Owner.

Section 17: Monthly Condominium Assessments. All monthly Condominium assessments are due and payable on the first day of each month unless otherwise specified. Payment should be made directly to Whitfield Condominium Association, Inc. at the address of the Association or other address as determined by the Board of Directors. Failure to pay by the 10th of each month will result in a late penalty per month that the assessment is late which equates to an 18% yearly interest rate, plus $5.00 per day. After assessments are sixty (60) days late, the matter will be turned over to the Association's attorney who shall then institute collection procedures against the Unit Owner. The delinquent Unit Owner will be responsible for the payment of any attorney's fees and costs arising from the legal action.

Section 18: Lease Agreements. Any Unit Owner who leases his or her Unit must use a standard lease agreement provided and approved by the Association, which may be subject to a processing fee to the Management Company, if any, and which must conform to the requirements specific to leases under the Declaration. The lease agreement must also be reviewed by the Management Company prior to it becoming effective. If the lease agreement is approved, a copy of the Condominium Documents and the Rules and Regulations shall be provided to the tenant at the commencement of the lease. An acknowledgment shall be signed by the tenant, acknowledging that tenant intends to be bound by all of the Condominium Documents. The Unit Owner shall remain

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responsible for all actions or omissions by the tenant throughout the term of the tenancy.

Section 19: Tenants. The Board of Directors shall have the authority to contact any tenant in the Condominium and counsel or discuss any relevant issue concerning the Condominium Documents, Rules and Regulations or any violations thereof. Thereafter, should the tenant violate or continue to violate the Condominium Documents or Rules and Regulations, the Unit Owner will take appropriate legal action to remedy the violations. The Unit Owner remains subject to fines for any violations by the tenant.

Section 20: Moving. When moving items into any of the Units no damage shall be allowed to the walls, doors, Limited Common Elements or the Common Elements. The cost of repairing any damage caused by the delivery or removal of items to or from a Unit will be assessed against the Unit Owner of the Unit as a special assessment.

Section 21: Construction or Improvements to Units. Prior to the commencement of any construction in any Unit or improvement to any Unit which cost exceeds $5,000.00, the Unit Owner must obtain the written approval of the Board of Directors of the Association. Prior written approval will only be given after submission of drawings or plans showing in detail the nature and extent of construction or improvement. The Unit Owner shall post a damage deposit with the Management Company, if any, or the Association in an appropriate amount as determined by the Board at least one (1) week before commencement of construction or improvement. A walk-through will be conducted of the Common Elements and Limited Common Elements in the general area of the construction prior to the commencement of construction to determine the pre-existing condition of the area.

During construction, the contractors, workmen, suppliers and employees must cover the hallway floor on the floor where they are working to prevent debris and dust to accumulate. Further, such contractors, workmen, suppliers and employees are not permitted on any other part of the Condominium Property and will be ejected if they are observed on any other portion of the Property. The Unit Owner shall be responsible for the contractors, workmen, suppliers and employees while they are on the Condominium Property, and the cost to repair any damage or loss to the Condominium Property caused by the contractors, workmen, suppliers and employees will be assessed as a special assessment against the Unit Owner hiring such contractors. The Common Elements of the Condominium must be cleaned each day after construction activities at the Unit Owner's expense. Construction activities are limited to Monday through Friday, 7:00 a.m. to 5:00

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p.m., and such activities may not interfere with the quiet enjoyment of other Unit Owners. No portion of the Common Elements or Limited Common Elements may be altered in any way by any Unit Owner.

After the construction or improvements are completed, the Unit Owner must notify the Management Company, if any, or the Association and a walk-through of the general area of the construction will be performed by an appointed agent of the Association before any portion of the damage deposit will be returned. The cost to repair any damage caused by the construction will be deducted from the deposit. If the cost to repair any damage caused by the construction exceeds the deposit, a special assessment will be made against the Unit Owner.

ADOPTED by the directors on this 21st day of December, 2011.

Paulette Whitfield

Paulette Whitfield, Incorporator

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