

map 43 p. 70



20130328000128160 1/36 \$117.00
Shelby Cnty Judge of Probate, AL
03/28/2013 08:15:56 AM FILED/CERT

**BYLAWS
OF
SHELBY MEDICAL CONDOMINIUM OWNERS'
ASSOCIATION, INC.**

TABLE OF CONTENTS

ARTICLE I THE ASSOCIATION.....	1
Section 1.01 Name	1
Section 1.02 Principal Office	1
Section 1.03 Registered Office	1
ARTICLE II MEMBERS.....	2
Section 2.01 Membership	2
Section 2.02 Annual Meeting	2
Section 2.03 Special Meetings	2
Section 2.04 Place of Meeting	2
Section 2.05 Notice of Meeting	2
Section 2.06 Quorum	3
Section 2.07 Proxies.....	3
Section 2.08 Voting by Members.	3
Section 2.09 Ballot Voting in Lieu of Meetings.	4
Section 2.10 Suspension of Voting Rights.....	5
Section 2.11 Order of Business.....	5
ARTICLE III BOARD OF DIRECTORS	5
Section 3.01 General Powers	5
Section 3.02 Number, Qualifications and Nominations.	5
Section 3.03 Election, Tenure, Removal and Replacement of Directors.....	6
Section 3.04 Regular Meetings	7
Section 3.05 Special Meetings	8
Section 3.06 Notice.....	8
Section 3.07 Quorum	8
Section 3.08 Manner of Acting	8
Section 3.09 Action Without a Meeting.....	8
Section 3.10 Vacancies	8
Section 3.11 Compensation	8
Section 3.12 Committees	8
Section 3.13 Resignations.....	8
Section 3.14 Declaration of Authority	9
Section 3.15 Duties	9
ARTICLE IV OFFICERS	10
Section 4.01 Principal Officers	10
Section 4.02 Election of Principal Officer Term of Office.....	10
Section 4.03 Delegation of Duties of Officers.....	10
Section 4.04 Removal of Officers or Agents	10
Section 4.05 Resignations	10
Section 4.06 Vacancies	10
Section 4.07 Chairperson of the Board	11
Section 4.08 President.....	11
Section 4.09 Vice Presidents.....	11
Section 4.10 Secretary	11
Section 4.11 Treasurer	11
Section 4.12 Salaries.....	11
ARTICLE V FISCAL MATTERS AND BOOKS AND RECORDS	11

Section 5.01 Fidelity Bonds.....	12
Section 5.02 Books and Records Kept by Association.....	12
Section 5.03 Inspections	12
Section 5.04 Contracts	12
Section 5.05 Checks, Drafts, etc	12
Section 5.06 Deposits.....	12
Section 5.07 Gifts	12
Section 5.08 Fiscal Year	12
Section 5.09 Annual Budget	12
Section 5.10 Surplus Funds.....	13
Section 5.11 Notices	13
Section 5.12 Assessments	13
Section 5.13 Acceleration of Assessment Installments Upon Default.....	13
Section 5.14 Default.....	14
ARTICLE VI INSURANCE	14
Section 6.01 Types of Coverage	14
Section 6.02 Indemnification insurance.....	14
ARTICLE VII NOTICE, HEARINGS AND APPEALS.....	14
Section 7.01 Right to Notice and Hearing	14
Section 7.02 Appeals	15
ARTICLE VIII GENERAL PROVISIONS.....	15
Section 8.01 Waiver of Notice.....	15
Section 8.02 Incorporation by Reference.....	15
Section 8.03 Amendments	16
Section 8.04 Seal.....	16
Section 8.05 Parliamentary Rules	16
Section 8.06 Exculpation of Directors.	16
ARTICLE IX OBLIGATIONS OF THE OWNERS	16
Section 9.01 Assessments	16
Section 9.02 Maintenance and Repair.....	16
Section 9.03 Use of Units	17
Section 9.04 Right of Entry	17
Section 9.05 Title	17
Section 9.06 Mortgages	17

**BYLAWS
OF
SHELBY MEDICAL CONDOMINIUM OWNERS' ASSOCIATION, INC.**

**A Corporation Not for Profit
Under the Laws of the State of Alabama**

These Bylaws of **SHELBY MEDICAL CONDOMINIUM OWNERS' ASSOCIATION, INC.** (hereinafter called the "Association" or the "Corporation") are adopted by the undersigned Directors being the sole members of the Board of Directors of the Corporation, as of the 27 day of March, 2013.

WHEREAS, the Condominium known as The Shelby Medical Office Building, a Condominium, was created by Declaration filed in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument No. 20130328000128140 on the 28th day of March, 2013, pursuant to the Alabama Uniform Condominium Act of 1991, Ala. Code § 35-8A-101 to § 35-8A-417 (Supp. 1990) (hereinafter referred to as the "Act"); and

WHEREAS, the Articles of Incorporation of the Association were filed in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument No. 20130328000128150 on the 28th day of March, 2013, creating a corporation not for profit, incorporated under the laws of the State of Alabama, and organized for the purpose of administering a condominium known as The Shelby Medical Office Building, a Condominium, which is located in the City of Alabaster, Shelby County, Alabama at 408 1st Street North, Alabaster, Alabama;

NOW, THEREFORE, the Directors of the Association, being so named in said Articles of Incorporation, hereby adopt the Bylaws of the Association as follows:

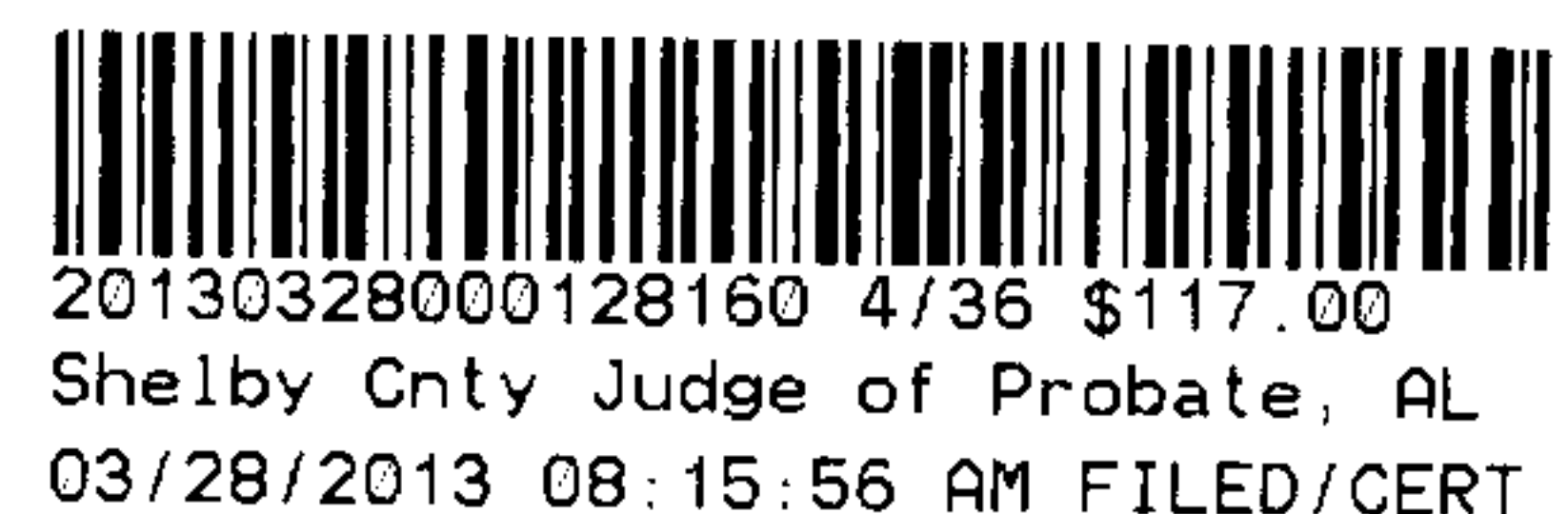
ARTICLE I

THE ASSOCIATION

1.01 Name. The name of this Association shall be "Shelby Medical Condominium Owners' Association, Inc.", an Alabama nonprofit corporation, which has been formed pursuant to the Articles of Incorporation of the Association which have been filed with the Office of the Judge of Probate of Shelby County, Alabama. The provisions of these Bylaws are expressly subject to the terms and provisions of the Declaration of Condominium of Shelby Medical Office Development, LLC, dated as of March , 2013 (which, together with all subsequent amendments thereto, is hereinafter referred to as the "Declaration"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.

1.02 Principal Office. The principal office of the Association in the State of Alabama shall be located at *408 1st Street North, Alabaster, Alabama 35007*. The Association may have such other offices, as the Board of Directors may designate from time to time.

1.03 Registered Office. The registered office of the Association required by the Alabama Nonprofit Corporation Act to be maintained in the State of Alabama shall be the same as the principal office of the Association.



ARTICLE II

MEMBERS

2.01 Membership. Each Person who is the Owner of any Unit within the Condominium shall be a member of the Association. Declarant shall be deemed a member of the Association and, subject to the limitations set forth in Sections 3.03(b), 3.03(c) and 3.03(e) below, shall have all voting rights attributable to each Unit owned by Declarant. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit. As used in these Bylaws, "Member" shall mean an Owner, as defined in the Declaration. Notwithstanding anything provided herein or in the Articles of Incorporation to the contrary, during the Declarant Control Period, Declarant shall have the sole and exclusive right to appoint and remove certain members of the Board of Directors of the Association in accordance with the terms and provisions of Section 3.03(a) below. The voting rights of any Member who has violated the Declaration or who is in default in the payment of any Assessments may be limited and suspended in accordance with the provisions of the Declaration or these Bylaws upon written notice from the Board. Any Member whose voting rights in the Association have been suspended shall not, during the period of such suspension, be (a) entitled to vote on any matters submitted to the Members for approval hereunder or under the Declaration or Articles or (b) counted in determining whether a quorum exists for any meeting of the Members or in determining whether the requisite number of Members have voted on any matter submitted to the Members in a ballot vote pursuant to Section 2.09 below.

2.02 Annual Meeting. The annual meeting of the Members of the Association shall be held annually on such date and at such time during either the first quarter or fourth quarter of each calendar year as shall be established from time to time by the Board of Directors. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. At each annual meeting, the Members of the Association shall, subject to the terms of Section 3.03 of these Bylaws, elect the Board of Directors of the Association and otherwise transact such other business as may come before such meeting.

2.03 Special Meetings. Subject to the provisions of Section 2.09 below, special meetings of Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or a majority of the Board of Directors of the Association and shall be called by the President or Secretary of the Association upon the petition of at least eighty percent (80%) or more of the total votes in the Association. As used herein, the term "total votes in the Association" shall mean and refer to the total number of votes of all Owners (Members) entitled to vote on any matter determined pursuant to the respective Allocated Interests of the Owners (Members).

2.04 Place of Meeting. Subject to the provisions of Section 2.09 below, the Board of Directors may designate any place, either within or without the State of Alabama, as the place of meeting for any annual or special meeting of the Members. In the absence of any designation, all meetings shall be held at the principal office of the Association in Birmingham, Alabama.

2.05 Notice of Meeting. Subject to the provisions of Section 2.09 below, written or printed notice (or wireless transmission via facsimile or electronic mail to the extent any Member has, by written notice to the Association, requested that all notices to such Member be provided by either of the foregoing forms of wireless transmission) stating the place, day and hour of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes, and any proposal to remove an officer or a member of the Board, shall be delivered not less than ten (10) nor more than twenty (20) days before the date of the meeting, either personally or by mail (or by wireless transmission via facsimile or electronic mail to the extent any Member has, by

written notice to the Association, requested that all notices to such Member be provided by either of the foregoing forms of wireless transmission).

2.06 Quorum. Subject to the provisions of Sections 2.08, 2.09, 2.10 and 5.09 below, with respect to the annual or any special meeting of the Members of the Association, a quorum shall be deemed to exist if (a) in the case of any meeting of all Owners (Members), or (b) all Owners (Members) entitled to cast at least eighty percent (80%) of the total votes in the Association are present, in person or by proxy, at the beginning of such meeting. At such time that a quorum is obtained, the vote of a "majority", as defined in Section 2.08(c) below, of the Members entitled to vote on such matters shall be required to approve any matter submitted to the Members of the Association for approval. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of Members thereby leaving less than a quorum.

2.07 Proxies. At all meetings of the Members of the Association and in all ballot votes of the Members of the Association held pursuant to Section 2.09 below, a Member may vote either in person or by proxy executed in writing by the Member or by his or her duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting or at the time of any ballot vote held pursuant to Section 2.09 below. No proxy shall be valid after twelve (12) months from the date of its execution, unless otherwise provided in the proxy.

2.08 Voting by Members.


(a) Subject to the provisions of this Section 2.08 and Sections 2.10 and 3.03 below, with respect to any matters to be voted on by the Members (Owners) pursuant to the terms and provisions of these Bylaws, the Articles of Incorporation or the Declaration, each Member of the Association shall be entitled to the following votes and voting rights:

(i) With respect to any matters which are to be voted on by the Members (Owners), then such voting shall be undertaken on the basis of the Allocated Interest of all Members with each Member entitled to that number of votes equal to the product of the Allocated Interest attributable to such Member's Unit multiplied by 100;

(ii) Intentionally omitted; and

(iii) Intentionally omitted.

(b) No fractional voting shall be permitted. If a Unit is owned by more than one Person and if only one of those Persons is present at a meeting of the Association, then that Person shall be entitled to cast the vote appertaining to such Unit; provided, however, that if more than one of those Persons is present, the vote appertaining thereto shall be cast only in accordance with their unanimous agreement, and, if no unanimous agreement is reached, the vote appurtenant to such Unit shall be suspended and shall not be counted in any vote held at a meeting of the Members or in any ballot vote held pursuant to the provisions of Section 2.09 below; provided, however, that (i) such Member (Owner) shall be counted for the purpose of determining whether a quorum exists for the holding of any meeting of the Members and (ii) if in a ballot vote, a ballot is submitted to the Association but not signed by all Persons who constitute the Owners of a Unit, then such Unit shall be counted in determining whether the minimum number of votes in the Association have been cast in such ballot vote although such ballot shall not be counted as being cast either in favor of or against any proposal submitted to the Members for a vote in a ballot vote.


20130328000128160 6/36 \$117.00
Shelby Cnty Judge of Probate, AL
03/28/2013 08:15:56 AM FILED/CERT

(c) For purposes of these Bylaws, the Articles of Incorporation and the Declaration, the vote of a "majority" of the Members of the Association shall mean the vote, whether in person or by proxy, of at least fifty-one percent (51%) of the total number of votes entitled to vote on a matter which are voted either (i) at a duly constituted annual or special meeting of the Members (i.e., an annual or special meeting at which a quorum is present) or (ii) in a ballot vote held in accordance with the terms and provisions of Section 2.09 hereof; provided, however, that any Member whose voting rights in the Association or under the Declaration are then currently suspended shall not be entitled to vote on any matters and shall not be included in any determination as to whether a quorum exists or the minimum number of votes are cast in a ballot vote.³ Unless a greater proportion is specified in these Bylaws, the Articles of Incorporation or the Declaration and, subject to the terms and provisions of this Section 2.08 and Sections 2.10 and 3.03 of these Bylaws, any matter which requires the vote of, approval, disapproval or consent of the Members of the Association shall be deemed to have been given if a "majority" of the votes in the Association entitled to vote on a matter which are represented at a duly constituted meeting or in a ballot vote held in accordance with the terms and provisions of Section 2.09 below, either in person or by proxy, affirmatively vote for, approve, disapprove or consent to the same. There shall be no cumulative voting by the Members.

2.09 Ballot Voting in Lieu of Meetings.

(a) Any matter which is required or permitted to be approved by the Members of the Association, including, without limitation, amendments to these Bylaws, the Articles of Incorporation and the Declaration which require any consent or approval of the Members, the election and removal of members of the Board of Directors and the approval of the annual budgets for General Common Expenses and Commercial Common Expenses, as well as Special Assessments, may be submitted to the Members of the Association by a ballot vote, without any requirement that either an annual or special meeting of the Members of the Association be held, subject to the satisfaction of the following terms and conditions:

(i) Any matters to be submitted to the Members for approval pursuant to a ballot vote shall (1) be set forth on a ballot, the form of which must be approved by the Board of Directors, (2) subject to the provisions of Section 2.10 below, be mailed to all Members of the Association entitled to vote on such matters (utilizing the notice provisions set forth in Section 5.10 hereof) not less than ten (10) days nor more than sixty (60) days before the date such ballots shall be counted by the Board of Directors and (3) specify that all such ballots must be returned to and received by the Association no later than 12:00 p.m. on the date specified on such ballot as the date on which the ballots will be counted by the Board of Directors;

(ii) With respect to any ballot vote, the Members (Owners) shall have the right to vote and the voting right set forth in Section 2.08(a) above; and

(iii) Any matter submitted to the Members for approval by ballot vote shall be deemed approved only if (1) ballots are cast by at least fifty percent (50%) of the total number of voters which are entitled to vote on such matter (regardless of whether such ballots are cast for or against such matter) and (2) fifty-one percent (51%) of the total number of votes cast in such ballot vote approve such matter.

³ For example, any matter which, pursuant to the terms and provisions of these Bylaws, requires the vote of a majority in interest of the Members (Owners), will be deemed approved if at least fifty-one percent (51%) of all votes (based on Allocated Interests) voted at a duly constituted meeting of Members or in a ballot vote held pursuant to Section 2.09 of these Bylaws were cast in favor of such matter.

(b) The ballot voting procedures set forth above may be utilized in lieu of the holding of any annual or special meeting of the Members of the Association.

2.10 Suspension of Voting Rights. Any Member who has not timely paid any Assessments due to the Association pursuant to any of the provisions of the Declaration (following the giving of any required notices and the expiration of any applicable cure periods) shall not be entitled to vote on any matters submitted to the Members for a vote, shall not be included in determining whether a quorum exists or whether the requisite number of Members have voted in a ballot vote and shall not be considered in good standing (and thereby will not be eligible to be nominated or serve as a Director of the Association).

2.11 Order of Business. The order of business at all meetings of the Members, as far as practical, shall be:

- (a) Calling the Roll and Certifying Proxies;
- (b) Proof of Notice of Meeting and Waiver(s) of Notice;
- (c) Reading and disposal of any unapproved Minutes;
- (d) Reports of Officers;
- (e) Reports of committees;
- (f) Reports of Inspectors for Elections (when so required);
- (g) Election of Directors (when so required);
- (h) Unfinished Business;
- (i) New Business; and
- (j) Adjournment.

ARTICLE III

BOARD OF DIRECTORS

3.01 General Powers. The business and affairs of the Association shall be managed by or under the direction of its Board of Directors (individually a "Director" and collectively, the "Directors"). The Board of Directors shall have all of the powers and duties necessary for the administration of the business and affairs of the Association and may do all acts and things for and on behalf of the Association as may be authorized or allowed under these Bylaws, the Articles of Incorporation, the Declaration, the Act or otherwise by law. Except as otherwise expressly provided to the contrary in these Bylaws, the Declaration or the Act, all actions and powers of the Association shall be taken and exercised solely by the Board of Directors.

3.02 Number, Qualifications and Nominations.

(a) The number of Directors of the Association initially shall be three (3). The three (3) Directors of the Association are designated and shall consist of one Commercial Board Member and two (2) General Board Members, each of whom shall be elected as follows: subject to the terms and provisions of Sections 3.02(b) and 3.02(c) below, the General Board Members shall be elected by a majority in interest of all Unit Owners entitled to vote.

(b) During the Declarant Control Period, Declarant will have the sole and exclusive right to appoint, remove and designate all officers of the Association and all members of the Board, except as follows:



(i) No later than ninety (90) days after the conveyance of one (1) of the Units which may be created pursuant to the Declaration to Unit Owners other than Declarant, not less than one (1) of the members of the Board must be elected by Unit Owners other than Declarant. No later than ninety (90) days after the conveyance of the second (2nd) of the Units which may be created pursuant to the Declaration to Unit Owners other than Declarant, not less than three (3) of the members of the Board must be elected by Unit Owners other than Declarant.

(c) Notwithstanding anything provided in Section 3.02(b) above, Declarant may, in its sole and absolute discretion, voluntarily surrender the right to appoint and remove officers and members of the Board prior to the termination of the Declarant Control Period; provided, however, that in such event, Declarant may require, in an instrument executed and recorded by Declarant in the Probate Office, that, for the duration of the Declarant Control Period, specific actions by or on behalf of the Association and Board be subject to the approval of Declarant prior to the same becoming effective.

(d) Following the expiration of the Declarant Control Period, all members of the Board shall be elected by the Unit Owners (including Declarant, to the extent the Declarant is the Owner of any Unit).

(e) Directors appointed by Declarant need not be residents of the State of Alabama or Members of the Association. Directors elected by the Members must, subject to the provisions of §35-8A-303(f) of the Act, be either (i) Members or spouses of Members who are in good standing with the Association and not subject to any suspended Membership status pursuant to Section 2.10 above, (ii) any agent, employee, trustee, beneficiary, officer, director, shareholder, partner, member or manager of any Member or (iii) Declarant or any of its, agents, employees, trustees, beneficiaries, officers, directors, shareholders, partners, members or managers.

(f) At any and all times that any members of the Board of Directors are to be elected by the vote of the Members, the then existing members of the Board of Directors shall appoint a nominating committee. At least thirty (30) days prior to any meeting of the Members (or any ballot vote held in lieu of any meeting), the nominating committee shall provide written notice to all Members identifying those candidates who have been nominated for any positions on the Board of Directors which will be filled by the vote of the Members. The number of candidates proposed to fill upcoming vacancies on the Board of Directors shall be determined by the nominating committee.

(g) At each meeting of the Members (or any ballot vote held in lieu of any such meeting) at which the Members are to elect any Directors, the Members will have the right to nominate from the floor (or write-in on any ballot) the name(s) of any Member(s) not nominated by the nominating committee as a candidate for any position on the Board of Directors which will be vacated and filled by the vote of the Members at such meeting (or any ballot vote held in lieu of any such meeting).

3.03 Election, Tenure, Removal and Replacement of Directors.

(a) Subject to the provisions of Section 3.02(b) above, prior to the expiration of the Declarant Control Period, Declarant shall have the sole and exclusive right to appoint and remove, with or without cause, all members of the Board of Directors of the Association. Each member of the Board of Directors appointed by Declarant shall serve an initial term of one (1) year; provided, for those appointed by Declarant however, that Declarant may, in its sole discretion, remove any member of the Board of Directors at any time, with or without cause, upon written notice to such member of the Board of Directors. In the event of the death or resignation of a member of the Board of Directors appointed by Declarant, Declarant shall appoint a substitute member of the Board of Directors to fill the vacancy of

such deceased or resigned member of the Board of Directors for the remainder of the term of such former member of the Board.

(b) Upon the first to occur of either of the events specified in Section 3.02(b)(i) above, an election shall be held for the election of the General Board Member who shall be elected by the vote of a majority of the Members of the Association, which General Board Member shall serve a term of one (1) year from the date of his or her election. Thereafter, continuing on the anniversary date of such election until the expiration of the Declarant Control Period, the Members of the Association shall re-elect the General Board Member for a term of one (1) year each year thereafter or until the expiration of the Declarant Control Period, whichever first occurs. Until the expiration of the Declarant Control Period, the Declarant shall appoint and have the right to remove at any time and from time to time the Commercial Board Member and the Residential Board Member.

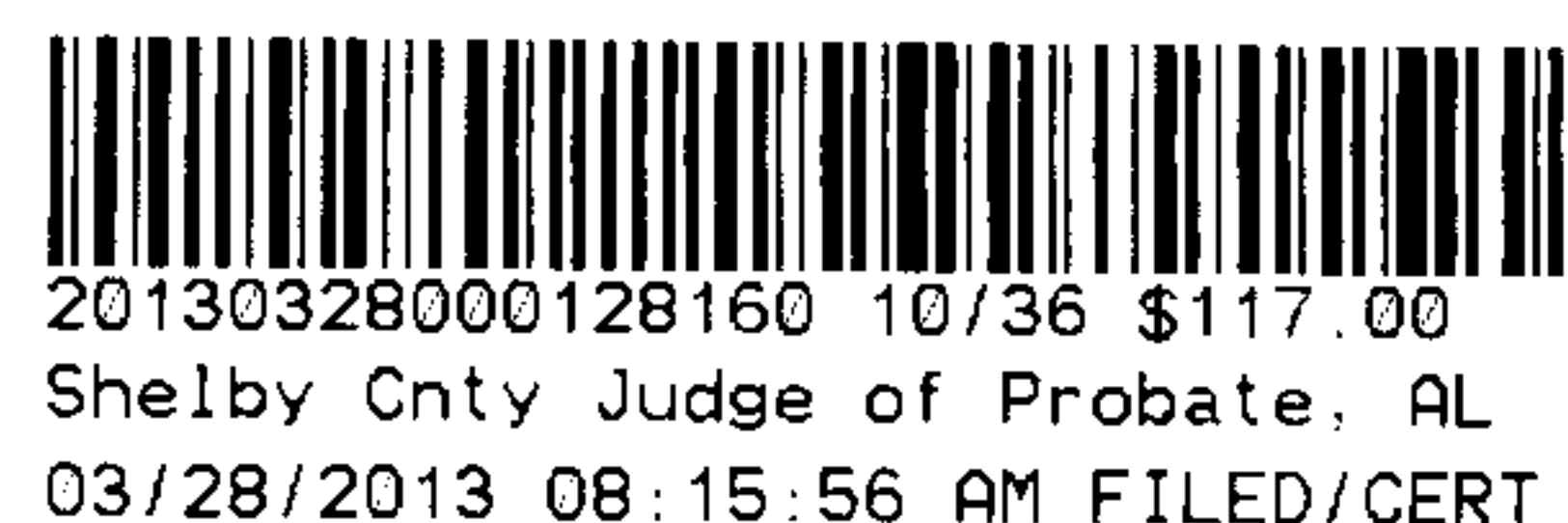
(c) Any Members of the Board of Directors to be elected by the Members shall be elected by the following vote: each General Board Member shall be elected at either an annual or special meeting by the vote of a majority of the Members of the Association;

(d) Upon the expiration of the Declarant Control Period, the President shall call for an election by which the Members, including Declarant to the extent Declarant owns any Unit, shall be entitled to elect all members of the Board of Directors in accordance with the terms and provisions of Section 3.02 above. All Board Members elected by the Members shall serve a one (1) year term and shall continue to serve until such time as their respective successors have been duly elected. At each subsequent annual meeting of the Members (or any ballot of vote held in lieu of any annual meeting) following the expiration of the Declarant Control Period, the Members shall elect all members of the Board of in accordance with the terms and provisions of Section 3.02 above, each of which shall serve a one (1) year term.

(e) At any annual or special meeting of the Members duly called at which a quorum is present, any one or more of the Directors, other than Directors appointed by Declarant, may be removed with or without cause by the vote of the Members as follows: by the vote of those Members holding at least two-thirds (2/3) in interest of all votes of the Members in the Association who are present in person and entitled to vote at such meeting, and a successor may then and there be elected to fill the vacancy thus created.

(f) In the event of the death or resignation of a member of the Board of Directors, other than a Director appointed by Declarant, then the remaining members of the Board of Directors shall cause a special meeting (or a ballot vote) to be held as soon as possible thereafter at which time those Members who are entitled to vote shall elect, pursuant to the terms and provisions of Section 3.03(d) above, a substitute Director to fill the vacancy of such deceased or resigned Director who shall serve for the remainder of the term of such former member of the Board of Directors. In the event of the death or resignation of a member of the Board of Directors appointed by Declarant, then Declarant shall appoint a substitute Director to fill the vacancy of such deceased or resigned member of the Board of Directors who shall serve for the remainder of the term of such former member of the Board of Directors.

3.04 Regular Meetings. A regular meeting of the Board of Directors shall be held, without further notice immediately after, and at the same place as, the annual meeting of the Members of the Association; provided, however, that any such annual meeting of the Board of Directors may be held at any other time or place as determined by a majority of the members of the Board of Directors. The Board of Directors may provide, by resolution, the time and place, for the holding of regular meetings without further notice.



3.05 Special Meetings. Special meetings of the Board of Directors maybe called by or at the request of the President or any two (2) Directors. The Person or Persons authorized to call special meetings of the Board of Directors may fix any place, in the City of Alabaster or Birmingham, as the place for holding any special meeting of the Board of Directors called by them.

3.06 Notice. No notice of any annual, regular or special meeting of the Board of Directors shall be given unless a quorum is present at any such meeting.

3.07 Quorum. A majority of the number of Directors fixed by Section 3.02(a) of these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. Members of the Board of Directors may participate in any meetings by means of a conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at such meeting. If a quorum is present when the meeting is convened, the Directors present may continue to do business, taking action by a vote of a majority of quorum as fixed above, until adjournment, notwithstanding the withdrawal of enough Directors to leave less than a quorum as fixed above, or the refusal of any Director present to vote.

3.08 Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute, the Declaration, the Articles of Incorporation, or these Bylaws. As used throughout these Bylaws, the term "majority of the Directors" or "a majority of the number of Directors" or similar terms relating to any action to be taken by the Directors shall mean at least fifty-one percent (51%) of all of those Directors present at a duly convened meeting of the Board of Directors at which a quorum is present have approved or consented to such proposed action or matter.

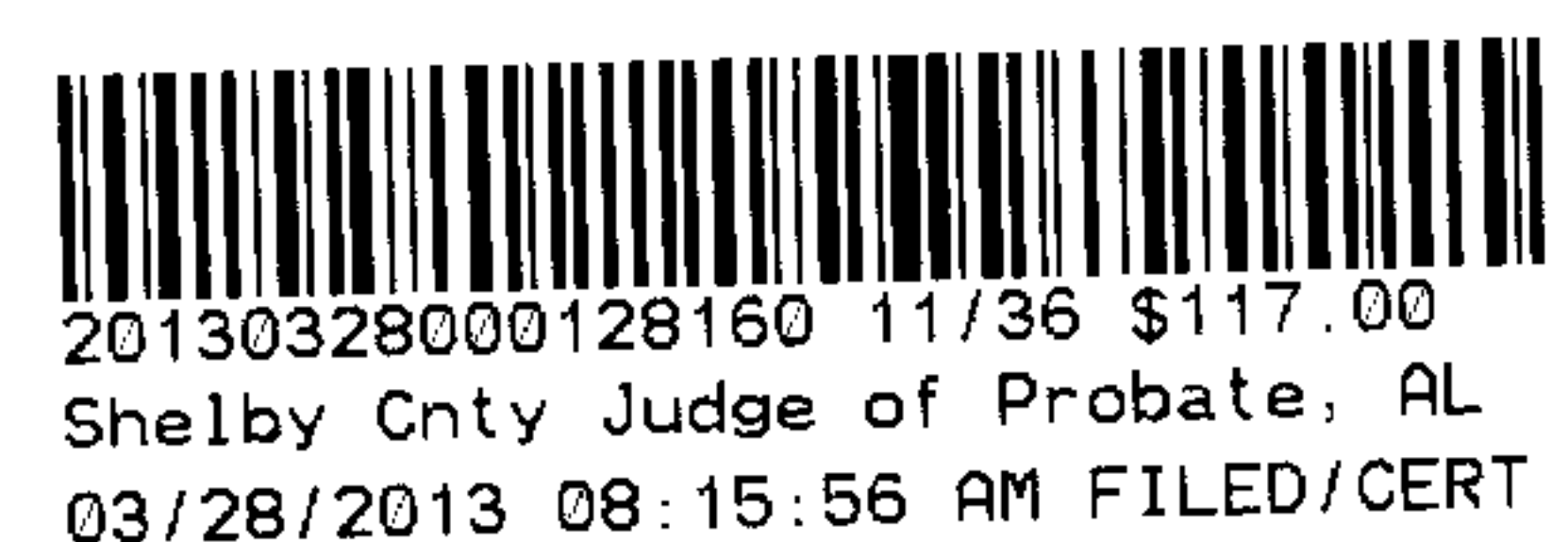
3.09 Action Without a Meeting. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting of the Board of Directors if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

3.10 Vacancies. Any vacancy occurring in the Board of Directors shall be filled as provided in Section 3.03 above. A Director elected or appointed to fill a vacancy shall be elected to serve for the unexpired term of his or her predecessor in office.

3.11 Compensation. By resolution of the Board of Directors, each Director may be paid his or her reasonable expenses, if any, of attendance at each meeting of the Board of Directors. No such payment shall preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

3.12 Committees. The Board of Directors, by resolution adopted by a majority of the Directors, may designate from among the Members one or more committees. No such committee shall have the authority of the Board of Directors. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. The designation of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors or any Director of any responsibility imposed upon it or such Director by law.

3.13 Resignations. Any Director of the Association may resign at any time either by oral tender of resignation at any meeting of the Board of Directors or by giving written notice thereof to the Secretary of the Association. Any such resignation shall take effect upon receipt of such notice or at any later time specified therein. Unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.



3.14 Declaration of Authority. The Board, by resolution adopted by all of the Directors, may delegate to a Director, to the Managing Agent or to any other Person, the authority to act on behalf of the Board, which authority may include, without limitation, any of the powers of the Board of Directors and any of the powers of any of the officers of the Corporation set forth in these Bylaws, the Articles or the Declaration.

3.15 Duties. All of the powers and duties of the Association under the Act, the Declaration, the Articles and the Bylaws shall be exercised by the Board of Directors, or its delegates, subject only to approval by Unit Owners and Institutional Mortgagees when such approval is specifically required hereby. The powers and duties of the Directors shall include, without limitation, the following:

(a) To make and collect assessments against members to pay the Common Expenses, and other expenses incurred by the Association, including the power to make and assess members for capital improvements and replacements and to render or cause to be rendered statements, when required or useful, for any assessments which remain unpaid by any Owner.

(b) To maintain, repair, replace and operate the Condominium Property and to purchase any necessary property, equipment or tools required for such maintenance, repair and replacement.

(c) To elect the Officers of the Association and otherwise to exercise the powers regarding Officers of the Association as set forth in these Bylaws.

(d) To determine who shall be authorized to make and sign all instruments on behalf of the Association and the Board.

(e) To employ management agents or managers, at such compensation and upon such conditions as may be established by the Board, to perform such duties and services as the Board shall authorize, including, without limitation, the duties listed in this Section 3.15; provided, however, any such agreements shall contain a provision that the duties so conferred upon any managing agent or manager by the Board of Directors may at any time be revoked, modified or amplified by the majority of the Directors or Owners in a duly constituted meeting.


(f) To designate and to hire personnel necessary for the maintenance, repair and replacement of the common elements.

(g) To insure and keep insured the Condominium Property.

(h) To procure such fidelity bonds as the Board deems advisable covering Officers and employees of the Association who handle the Association's funds or personal property and to procure Directors' and Officers' liability insurance if the Board deems it advisable. The premiums of such bonds and insurance shall be paid by the Association as common expenses.

(i) To maintain actions, and to settle causes of action, on behalf of the Owners with reference to the Common Elements, all as the Board deems advisable.

(j) To determine policies and to adopt administrative rules and regulations governing the details of the operation and use of the Condominium Project, including the Private Elements and the Common Elements, and to amend such administrative rules and regulations from time to time as the Board deems advisable.


20130328000128160 12/36 \$117.00
Shelby Cnty Judge of Probate, AL
03/28/2013 08:15:56 AM FILED/CERT

(k) To make an annual statement of the business and condition of the Association for presentation at the annual meeting of members.

(l) To enjoin or seek damages from Unit Owners for violation of these Bylaws and the terms and conditions of the Declaration.

(m) To make contracts and incur liabilities in connection with the exercise of any of the powers and duties of the Board and to use the proceeds of assessments in the exercise of its powers and duties.

ARTICLE IV

OFFICERS

4.01 Principal Officers. The principal officers of the Association shall be elected by the Board of Directors and shall include a President, one or more Vice Presidents, a Secretary and a Treasurer and may, at the discretion of the Board of Directors, also include a Chairperson of the Board and such other officers as may be designated from time to time. Any number of offices may be held by the same Person, except the offices of President and Secretary. None of the principal officers need be, but can be, Directors or Members of the Association.

4.02 Election of Principal Officer Term of Office. The principal officers of the Association shall be elected annually by the Board of Directors. Each principal officer shall hold office until his or her successor shall have been duly elected and qualified or until such officer's death or incompetency or until such officer shall resign or shall have been removed in the manner hereinafter provided. If the Board of Directors shall fail to fill any principal office at an annual meeting of the Board of Directors, or if any vacancy in any principal office shall occur, or if any principal office shall be newly created, such principal office may be filled at any regular or special meeting of the Board of Directors.

4.03 Delegation of Duties of Officers. The Board of Directors may delegate the duties and powers of any officer of the Association to any other officer or to any Director for a specified period of time for any reason that the Board of Directors may deem sufficient.

4.04 Removal of Officers or Agents. Any officer or agent of the Association may be removed by the Board of Directors at any time, either with or without cause, and the Board of Directors may appoint a successor to such removed officer and agent. Election or appointment of any officer or agent shall not, in and of itself, create any contract rights.

4.05 Resignations. Any officer may resign at any time by giving written notice of resignation to the Board of Directors, to the Chairman of the Board, to the President or to the Secretary. Any such resignation shall take effect upon receipt of such notice or at any later time specified therein. Unless otherwise specified in the notice, the acceptance of a resignation shall not be necessary to make the resignation effective.

4.06 Vacancies. A vacancy in any office, the holder of which is elected or appointed by the Board of Directors, because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term of such office. A vacancy in any other office for any reason shall be filled by the Board of Directors, or any committee, or officer to whom authority for the appointment, removal or filling of vacancies may have been delegated by these Bylaws or by resolution of the Board of Directors.

4.07 Chairperson of the Board. The Chairperson of the Board, who must be a Director, shall preside at all meetings of the Members of the Association and of the Board of Directors at which he or she is present. The Chairperson of the Board shall have such other powers and perform such other duties as may be assigned to him or her from time to time by the Board of Directors.

4.08 President. The President shall, in the absence of the Chairman of the Board, preside at all meetings of the Members of the Association at which he or she is present. The President shall be the chief executive officer of the Association and, subject to the control of the Board of Directors, shall have general supervision over the business and affairs of the Association. The President shall have all powers and duties usually incident to the office of the President except as specifically limited by resolution of the Board of Directors. The President shall have such other powers and perform such other duties as may be assigned to him or her from time to time by the Board of Directors.

4.09 Vice Presidents. In the absence or disability of the President or if the office of President is vacant, the Vice Presidents, in the order determined by the Board of Directors, or if no such determination has been made, in the order of their seniority (of serving their positions), shall perform the duties and exercise the powers of the President, subject to the right of the Board of Directors at any time to extend or confine such powers and duties or to assign them to others. Any Vice President may have such additional designation in his or her title as the Board of Directors may determine. Each Vice President shall generally assist the President in such manner as the President shall direct. Each Vice President shall have the right and authority to execute any documents, instruments and agreements on behalf of the Association and shall have such other powers and perform such other duties as may be assigned to him or her from time to time by the Board of Directors or the President.

4.10 Secretary. The Secretary shall act as Secretary of all meetings of the Members of the Association and of the Board of Directors at which he or she is present, shall record all the proceedings of all such meetings in a minute book to be kept for that purpose, shall have supervision over the giving and service of notices of the Association, and shall have supervision over the care and custody of the records and seal of the Association. The Secretary shall be empowered to affix the corporate seal to documents, the execution of which on behalf of the Association under its seal is duly authorized, and, when so affixed, may attest the same. The Secretary shall have all powers and duties usually incident to the office of Secretary, except as specifically limited by a resolution of the Board of Directors, including, without limitation, the right and authority to designate other Persons who shall have the right to exercise any of the rights, duties and authority of the Secretary set forth in this Section 4.11. The Secretary shall have such other powers and perform such other duties as may be assigned to him or her from time to time by the Board of Directors or the President,

4.11 Treasurer. The Treasurer shall have general supervision over the care and custody of the funds and over the receipts and disbursements of the Association and shall cause the funds of the Association to be deposited in the name of the Association in such banks or other depositories as the Board of Directors may designate. The Treasurer shall have all powers and duties usually incident to the office of Treasurer except as specifically limited by a resolution of the Board.

4.12 Salaries. The officers of the Association shall not be entitled to any salaries or other compensation except for reasonable expenses incurred on behalf of the Association which shall be reimbursed.

ARTICLE V

FISCAL MATTERS AND BOOKS AND RECORDS

5.01 Fidelity Bonds. The Board of Directors may require that any contractor or employee of the Association handling or responsible for Association funds furnish an adequate fidelity bond. The premium for any such bond shall be paid by the Association and shall constitute a Common Expense.

5.02 Books and Records Kept by Association. The Association shall keep accurate financial records, including itemized records of all receipts and disbursements, shall keep minutes of the proceeds of all meetings of the Members and of the Board of Directors and committees having any of the authority of the Board of Directors, and shall keep such other books and records as may be required by law or necessary to reflect accurately the affairs and activities of the Association. The Association shall keep at the office of the Association a record giving the names and addresses of the Directors and all Members of the Association, which shall be furnished to each Owner pursuant to Section 5.11 of these Bylaws.

5.03 Inspections. The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any Member or his or her agent or attorney for any proper purpose upon not less than 72 hours prior written notice to the Association, which notice shall specify which books, records or papers of the Association such Member desires to inspect or review. True and correct copies of the Articles of Incorporation, these Bylaws, the Declaration and all rules and regulations of the Association with all amendments thereto, shall be maintained at the principal registered offices of the Association and copies thereof shall be furnished to any Member on request upon payment by such Member of a reasonable charge therefore (to cover administrative expenses and copy charges).

5.04 Contracts. The Board of Directors may authorize any officer or officers, or agent or agents of the Association, in addition to the officers so authorized by the Declaration and these Bylaws, to enter into any contract or execute and deliver any instrument in the name of, or on behalf of the Association, and such authority may be general or confined to specific instances.

5.05 Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers or agents of the Association and, in such manner, as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or President of the Association.

5.06 Deposits. All funds of the Association shall be deposited from time to time (to the credit of the Association) in such banks, trust companies or other depositories as the Board of Directors may select. To the extent financially feasible, the Board of Directors shall endeavor to segregate into separate bank accounts the amounts paid by the Unit Owners for Commercial Common Expenses, Residential Common Expenses and General Common Expenses.

5.07 Gifts. The Board of Directors may accept and give, on behalf of the Association, any contribution, gift, bequest or devise for the general purposes, or for any special purpose, of the Association.

5.08 Fiscal Year. The fiscal year of the Association shall be the calendar year.

5.09 Annual Budget. The Board of Directors shall determine and approve annually annual budgets for the Commercial Common Expenses and the General Common Expenses for the upcoming year in the manner provided in the Declaration. Within thirty (30) days after the Board's adoption of any such proposed budgets, the Board shall provide a copy of such proposed budgets to all Members and shall establish a date for a meeting of the Members to consider ratification of the budgets, which date shall be not less than fourteen (14) nor more than thirty (30) days after delivery or mailing of the budgets to the Members. Each of the budgets for Commercial Common Expenses and General Common Expenses shall

be deemed ratified and approved unless at such meeting of the Members (a) more than eighty percent (80%) in interest of all Members present, either in person or by proxy, reject the budget for the General Common Expenses, even though a quorum of the Members may not be present for such meeting; and (b) more than eighty percent (80%) in interest of all Commercial Unit Owners present, either in person or by proxy, reject such budget for the Commercial Common Expenses, even though a quorum of the Commercial Unit Owners may not be present for such meeting. In the event any proposed budget is rejected, the periodic budget last ratified by the applicable Owners (Members) shall be continued until such time as the applicable Owners (Members) ratify the applicable subsequent budget proposed by the Board. Any budget adopted by the Board Members which is deemed to be ratified by the Unit Owners as provided above shall be binding on all Unit Owners and the Association shall enter into any and all contracts necessary or required to implement such budget.

5.10 Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of reserves may be transferred to the Working Capital Fund or utilized as provided in Section 8.06(c) of the Declaration as determined by the Board.

5.11 Notices. Each Member shall be obligated to furnish to the Secretary of the Association in writing, the address, if other than the Unit of such Member, to which any notice to such Owner under the Declaration or these Bylaws is to be given and, if no address other than such Unit shall have been designated in writing, then all such notices and demands shall be mailed or delivered to the Unit of such Owner. Any Member may, for the purposes of notices hereunder, specify in writing to the Association that all notices be submitted to such Member by facsimile transmission or through the Internet utilizing a specific electronic mailbox for that particular Member. All notices required or permitted to be given by the Association to any Member under the Declaration, these Bylaws or under any other documents or agreements shall be deemed to have been sufficiently given or served upon any Member when either (a) deposited into the United States mail for first-class delivery with postage prepaid and addressed to the last address furnished by such Member to the Association (or if no address has been furnished, then to the Unit of such Owner), in which case notice shall be deemed given upon deposit of the same in the United States mail, (b) delivered to the Unit owned by such Member, in which event notice shall be deemed given upon delivery of such notice to the mailbox or when attached to the front door of such Unit, (c) sent by facsimile transmission to a facsimile number provided in writing by such Member to the Association, which notice shall be deemed to have been given upon transmission of such facsimile notice or (d) sent to an electronic mailbox address provided in writing by such Member to the Association, which notice shall be deemed to have been given upon transmission of such electronic mail by the Association or its officer.

5.12 Assessments. Assessments against individual Unit Owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. One-twelfth (1/12) of each Condominium Unit's assessments shall be due on the first day of each month until changed by amended assessment. The budget and assessments therefor may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board. The Board shall have the power to levy special assessments for unanticipated expenditures.

5.13 Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining installment of such assessment upon notice thereof to the Unit Owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than fifteen (15) days after delivery thereof to the Unit Owner, or not less than fifteen (15) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

5.14 Default.

(a) In the event an Owner of a Unit does not pay any sums, charges or assessments required to be paid to the Association within ten (10) days from the due date, the Association may foreclose the lien encumbering the Unit created by non-payment of the required monies in the same fashion as mortgage liens are foreclosed provided that twenty one (21) days prior notice of the intention to foreclose shall be mailed, postage prepaid, to the Unit Owner and to all persons having a mortgage lien or other interest of record of ownership. The Association shall be entitled to the appointment of a Receiver, if it so requests. The Association shall have the right to bid in the Unit at foreclosure sale and to acquire, hold, mortgage and convey the same. In any such foreclosure action the lien of the Association shall be subordinate and inferior to any tax lien in favor of the state, county, any municipality and any special district, and any first mortgage lien of record encumbering such Unit at the time of the commencement of the foreclosure action by the Association. In lieu of foreclosing its lien, the Association may bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the Association without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment, brought by or on behalf of the Association against a Unit Owner, the losing defendants shall pay the costs thereof together with a reasonable attorney's fee.

(b) If the Association becomes the owner of a Unit by reason of foreclosure, it shall offer said Unit for sale and at such time as a sale is consummated it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the Unit, which shall include without limitation, advertising expenses, real estate brokerage fees, abstract or title insurance costs, and expenses necessary for the repairing and refurbishing of the Unit in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former owner of the Unit in question.

ARTICLE VI

INSURANCE

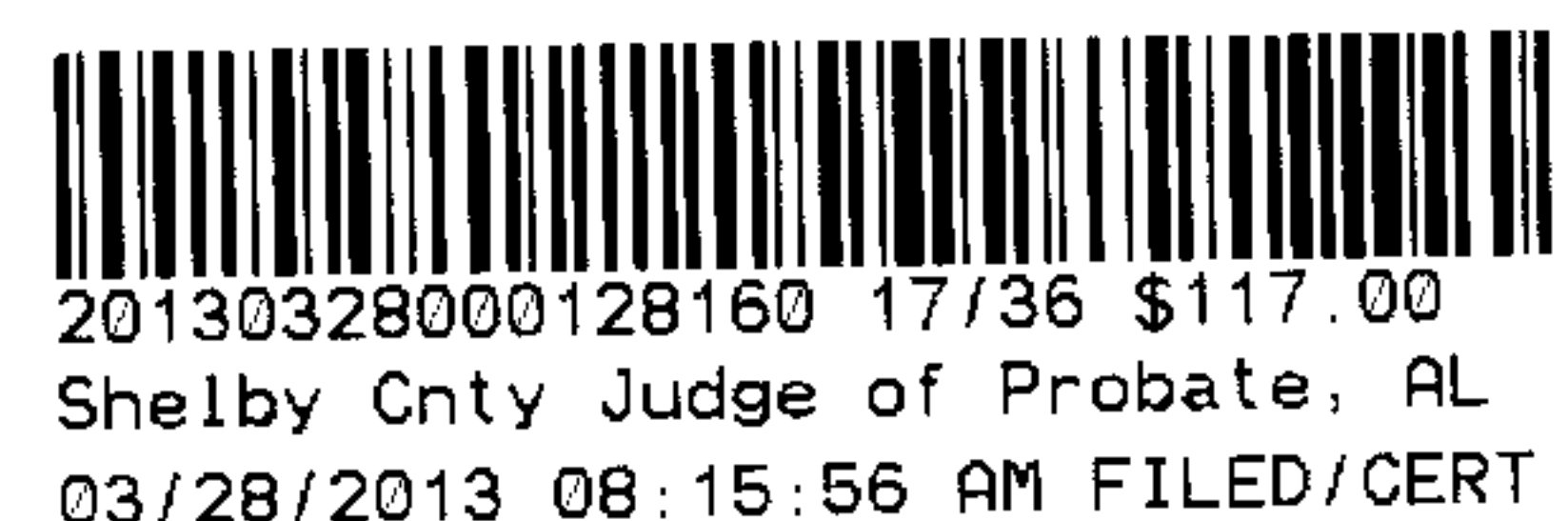
6.01 Types of Coverage. The Association shall maintain in effect at all times, as a Common Expense, the types of insurance coverage required by the Declaration, any workmen's compensation or other insurance required by law and such other insurance as the Board of Directors may from time to time deem appropriate. The Board of Directors shall review the amount and terms of such insurance annually.

6.02 Indemnification insurance. The Association shall have the power and authority to purchase and maintain insurance on behalf of any Person who 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, partner, employee or agent against any liability asserted against him and incurred by him in any such capacity or arising out of the status as such, whether or not the Association would have the power to indemnify it against such liability under applicable law.

ARTICLE VII

NOTICE, HEARINGS AND APPEALS

7.01 Right to Notice and Hearing. Whenever the Declaration or Bylaws require that any action by the Board be taken only after written notice of the alleged violation (or the possible levy of an



Individual Assessment) as well as the opportunity for such Owner to appear before the Board and be heard, the following procedure shall be observed:

(a) **Notice.** The Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than ten (10) days within which the alleged violator may present a written request for a hearing to the Board; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a hearing is requested within ten (10) days of the notice. If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed; provided that the Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 10-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(b) **Hearing.** If a hearing is requested within the allotted 10-day period, the hearing shall be held before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Person who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

7.02 Appeals. Any Person having a right to written notice of the alleged violation (or the possible levy of an Individual Assessment) as well as the opportunity for such Owner to appear before the Board and be heard shall have the right to appeal to the Board of Directors from a decision of persons other than the Board by filing a written notice of appeal with the Board within ten (10) days after being notified of the decision. The Board of Directors shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting. The decision at the second meeting shall be binding.

ARTICLE VIII

GENERAL PROVISIONS

8.01 Waiver of Notice. Whenever any notice is required to be given under any provision of law, the Declaration, the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the Person or Persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Members, the Board of Directors or members of any committees established by the Board of Directors need be specified in any written waiver of notice unless otherwise required by these Bylaws. Attendance of a Director at a meeting of the Board of Directors shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

8.02 Incorporation by Reference. All of the terms, provisions, definitions, covenants and conditions set forth in the Declaration are hereby expressly incorporated herein by reference as if fully set forth herein. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Bylaws and in the Declaration, then the provisions of the Declaration shall at all times control.

8.03 Amendments. Subject to the provisions of the Declaration, these Bylaws may be amended by either (a) the unanimous vote of the Owners, or (b) by the unanimous vote of the Directors; provided, however, that until the expiration of the Declarant Control Period, any provision which exists for the protection of Declarant or otherwise confers a right upon Declarant may not be amended without the written consent of Declarant. In the event of a proposed amendment by the Members, notice of any meeting at which such an amendment will be considered shall state that fact and the subject matter of the proposed amendment. Any amendments to these Bylaws adopted as provided above or any amendments to the Declaration adopted by the Members (Unit Owners) in accordance with the terms and provisions of the Declaration, may be evidenced by a written certificate signed by either the President or a Vice President of the Association, which certificate shall certify the number of votes cast for any such amendment, the number of votes actually voted (whether for or against) such proposed amendment, whether such vote was undertaken at an annual or special meeting or pursuant to a ballot vote and shall be recorded in the appropriate Probate Office.

8.04 Seal. The Board of Directors may, but shall not be obligated to, provide a corporate seal which shall be circular in form and have inscribed thereon the name of the Association, the state of incorporation and such other words as the Board of Directors may prescribe; provided, however, that the use of the seal of the Association on any contract or agreement shall not be required to evidence the validity, authenticity or approval of such contract or agreement.

8.05 Parliamentary Rules. Roberts Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Act, Declaration of Condominium, or these Bylaws.

8.06 Exculpation of Directors.

(a) No Director shall be liable to any one for any acts in behalf of the Corporation of any omissions with respect to the Corporation committed by such Director, except for his own willful misconduct.

(b) No Director shall be liable to any one for any act or omission of neglect or misconduct on the part of any one or more of the other Directors.

(c) The Association shall indemnify and hold each Director harmless from each and every act or omission of such Director, acting in good faith on behalf of the Corporation, including all liability associated therewith.


ARTICLE IX

OBLIGATIONS OF THE OWNERS

9.01 Assessments. Every Owner of any Unit in the Condominium shall contribute toward the expense of administration of the Condominium, as provided in the Declaration and in these Bylaws.

9.02 Maintenance and Repair.

(a) Every Unit Owner must perform promptly all maintenance and repair work within his own Unit which, if omitted, would affect the Condominium in its entirety or in a part belonging to other owners; each Unit Owner is expressly responsible for the damages and liabilities that his failure to do such maintenance and repair may engender.


20130328000128160 19/36 \$117.00
Shelby Cnty Judge of Probate, AL
03/28/2013 08:15:56 AM FILED/CERT

(b) All the repairs of internal or appurtenant installations of the Unit such as water, light, power, air conditioning, heat, sewage, telephones, sanitary installations, doors, windows, lamps, and all other accessories belonging to the Unit, shall be maintained at the Unit Owner's expense.

(c) A Unit Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any Common Elements or damaged through his/her fault, unless such damage is covered by insurance.

9.03 Use of Units. Every Owner shall comply strictly with the provisions of the Declaration, these Bylaws and the Rules. In the event of the failure of any Unit Owner to comply with the same, the Association may sue to recover sums due, damages, and/or for injunctive relief, and for its costs and expenses in connection therewith, including reasonable attorneys' fees and court costs.

9.04 Right of Entry. The Condominium Property manager, and any other person so authorized by the Board of Directors, shall have the right to enter each Unit in case of any emergency originating in or threatening such Unit, whether or not the Owner or occupant is present at the time. Every Unit Owner and occupant, when so required, shall permit the Association, or its agents or representatives, to enter his or her Unit at reasonable times for the purpose of performing authorized installations, alterations, or repairs to the Common Elements therein for central services, provided that requests for entry are made in advance in writing.

9.05 Title. Every Unit Owner shall promptly cause to be duly recorded in the Office of the Judge of Probate of Shelby County, Alabama, the deed or other conveyance to him/her of his/her title thereto and file such evidence of his/her title with the Association, and the Secretary shall maintain such information in the records of ownership of the Association.

(i) **9.06 Mortgages.** Any mortgagee of a Unit may file a copy of its mortgage with the Association, and the Secretary shall maintain such information in the record of ownership of the Association. After the filing of the mortgage, the Association shall be required to notify the mortgagee of any Unit Owner who is in default on the expenses for the administration of the Condominium and the mortgagee at its option may pay the delinquent expenses; and the holder of every such mortgage requesting the same shall be entitled to written notification from the Association of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under the Condominium Documents which is not cured within thirty (30) days. At the filing of the Declaration, the initial mortgagee is expected to be IBERIABANK, a Louisiana state chartered bank, with the following notice address (provided that IberiaBank is the initial mortgagee of the Units then such mortgagee shall not be required to provide any notice or contact information to the Association):

IBERIABANK
Attention: Chuck Kramer, Vice President
2340 Woodcrest Place
Birmingham, AL 35209

[Signatures appear on the following page]

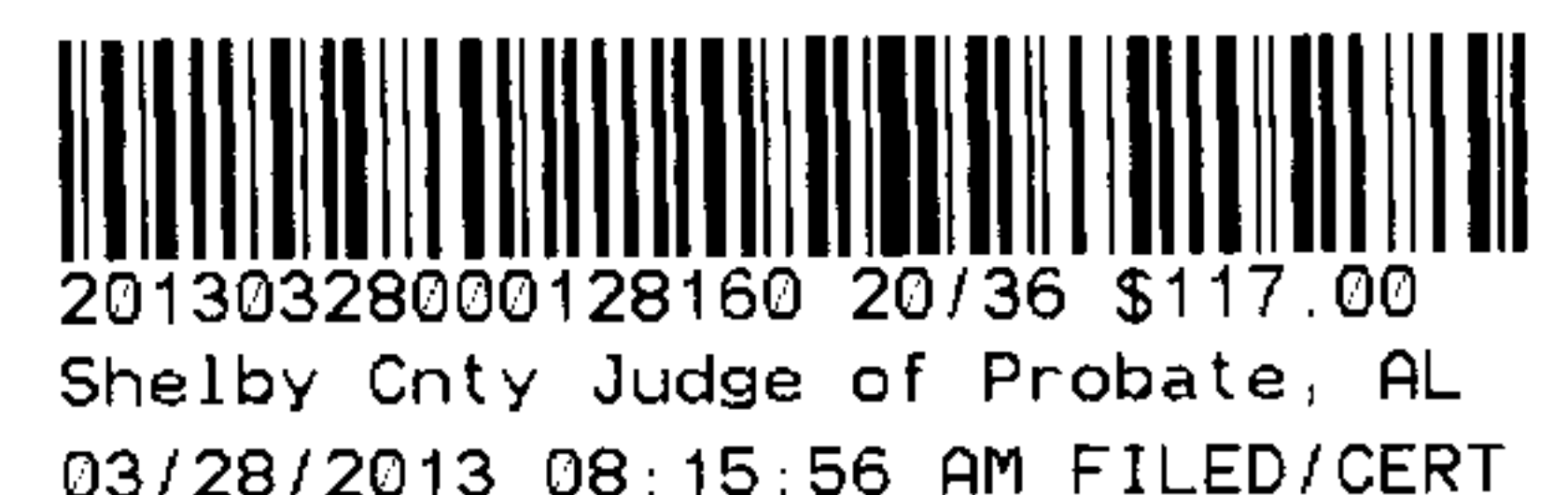
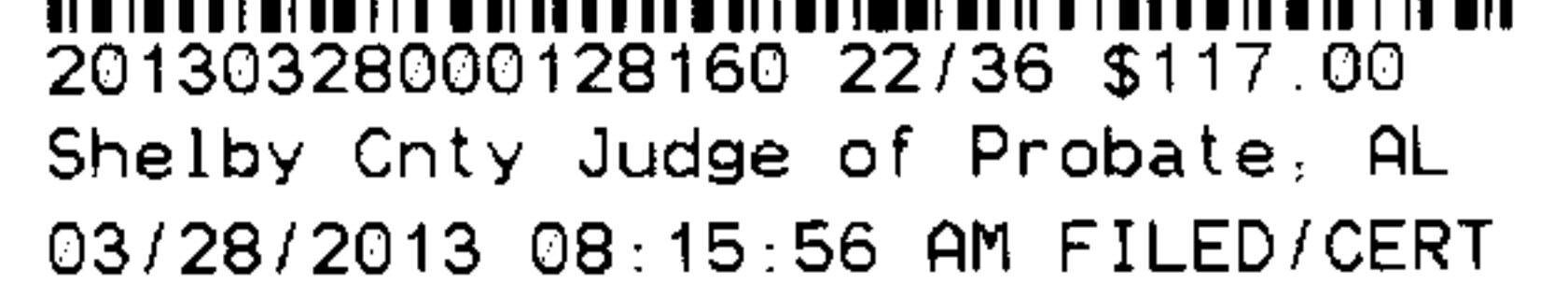


EXHIBIT F
PLANS

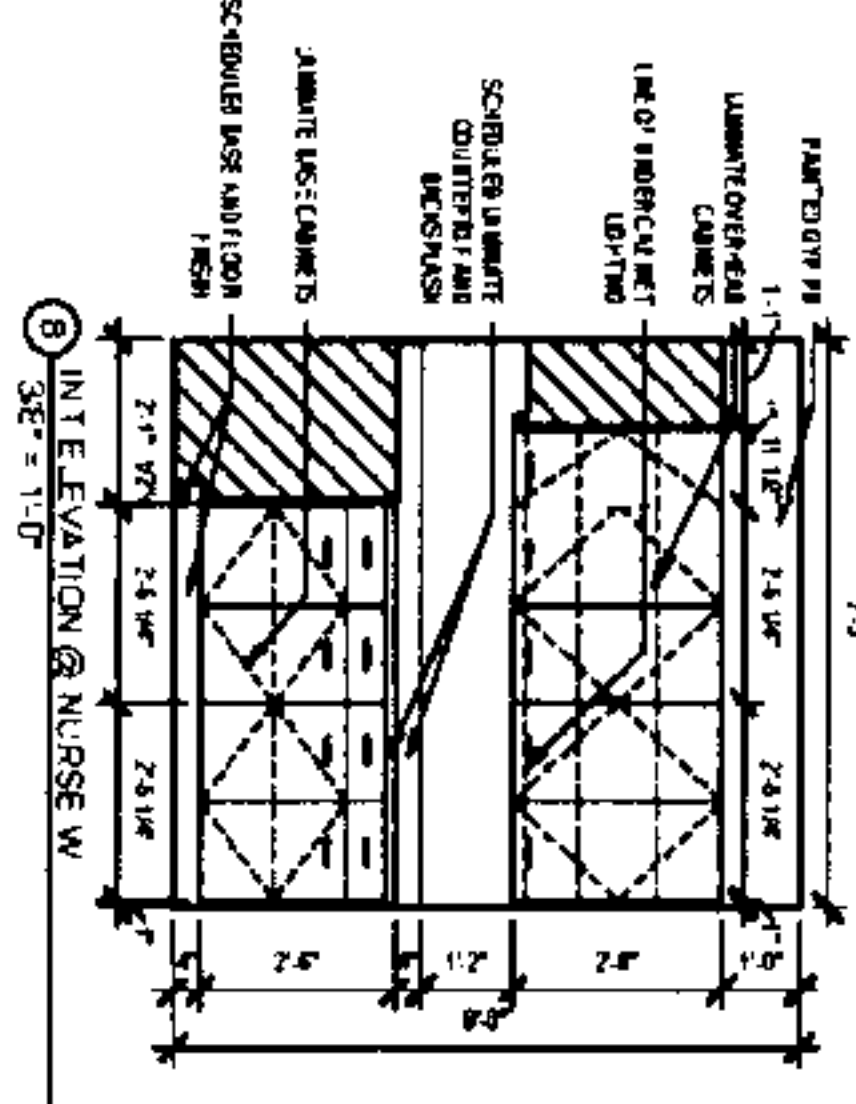
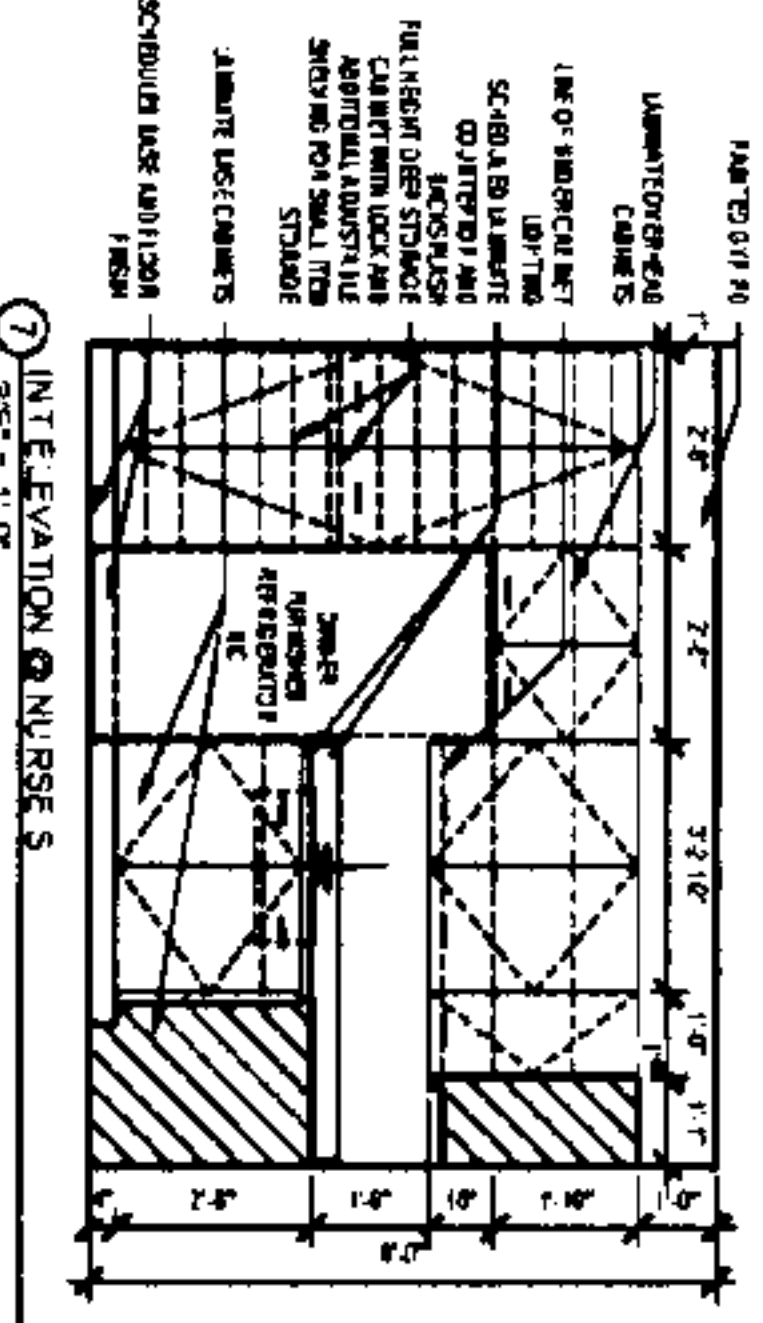
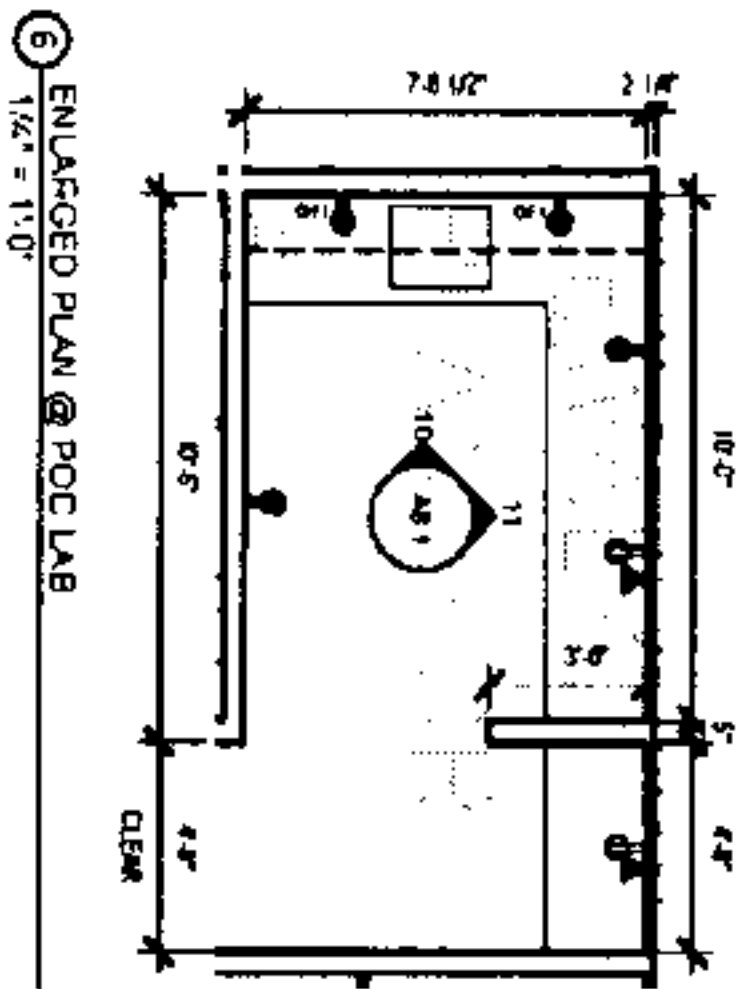
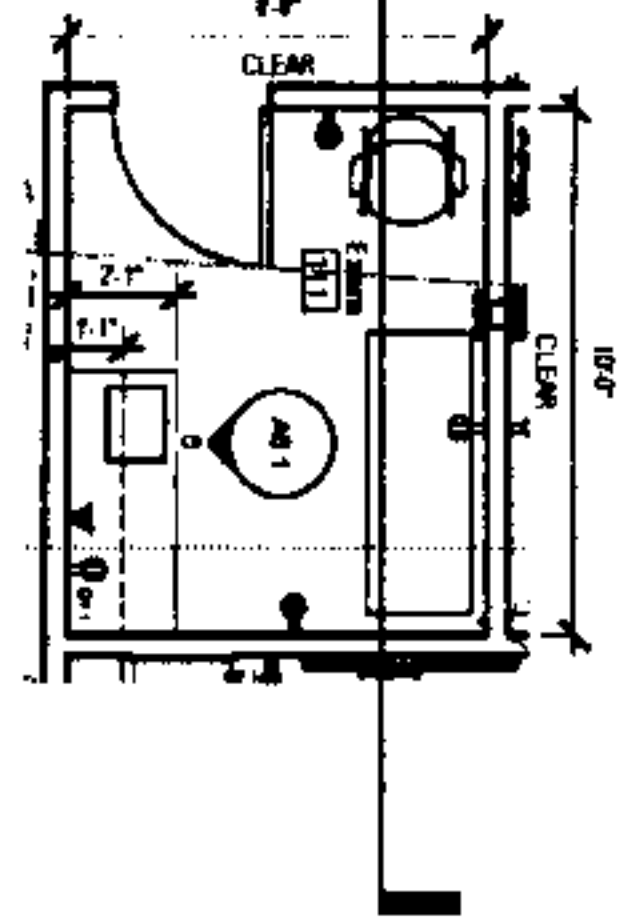
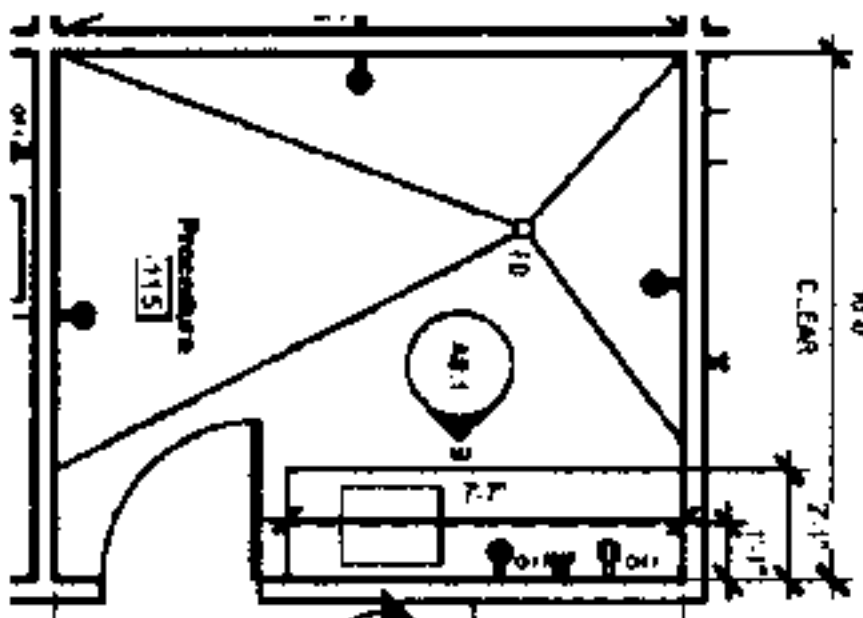


A circle is shown inside a square, tangent to the top and right sides. The circle is shaded gray.

6:17



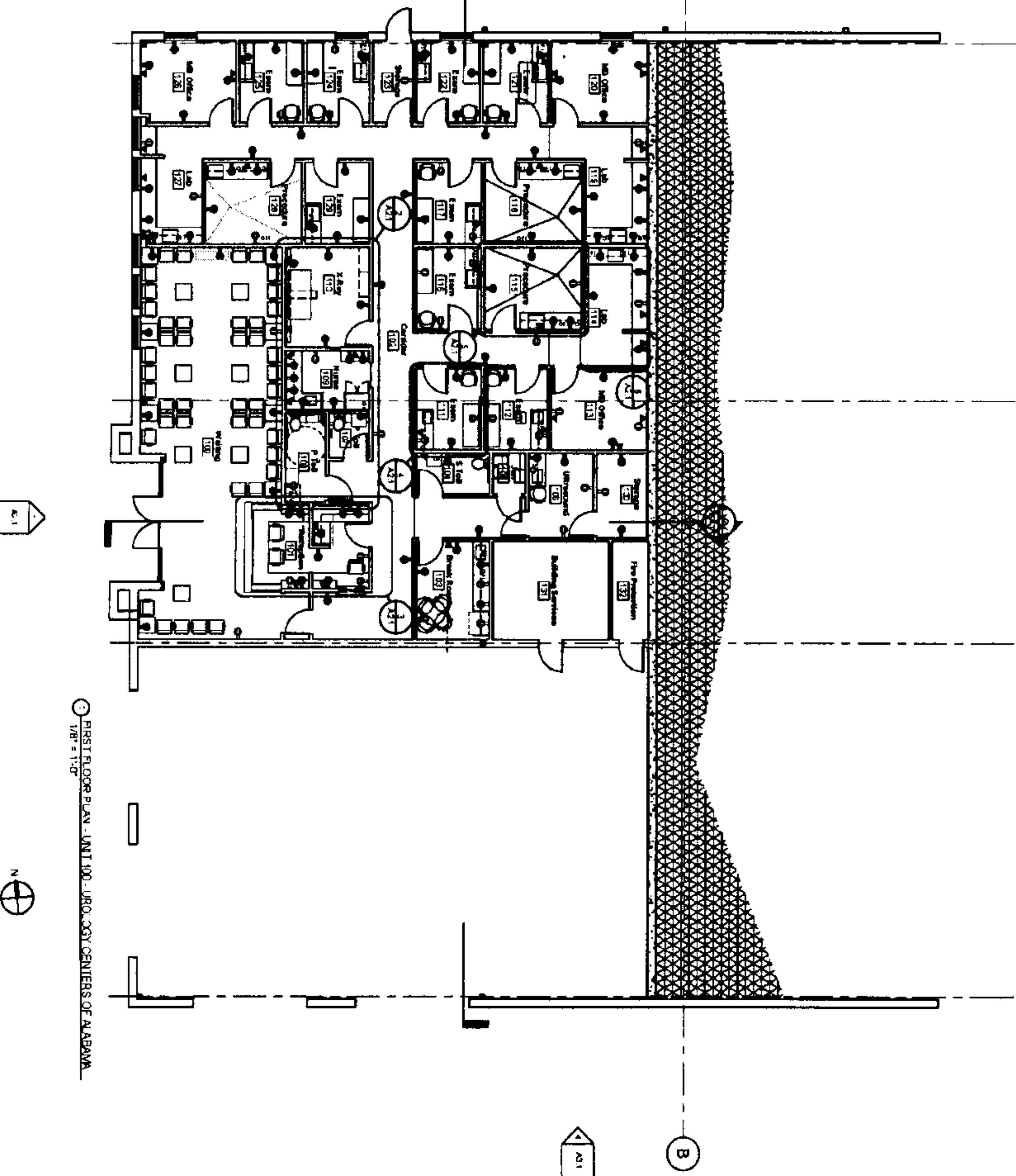
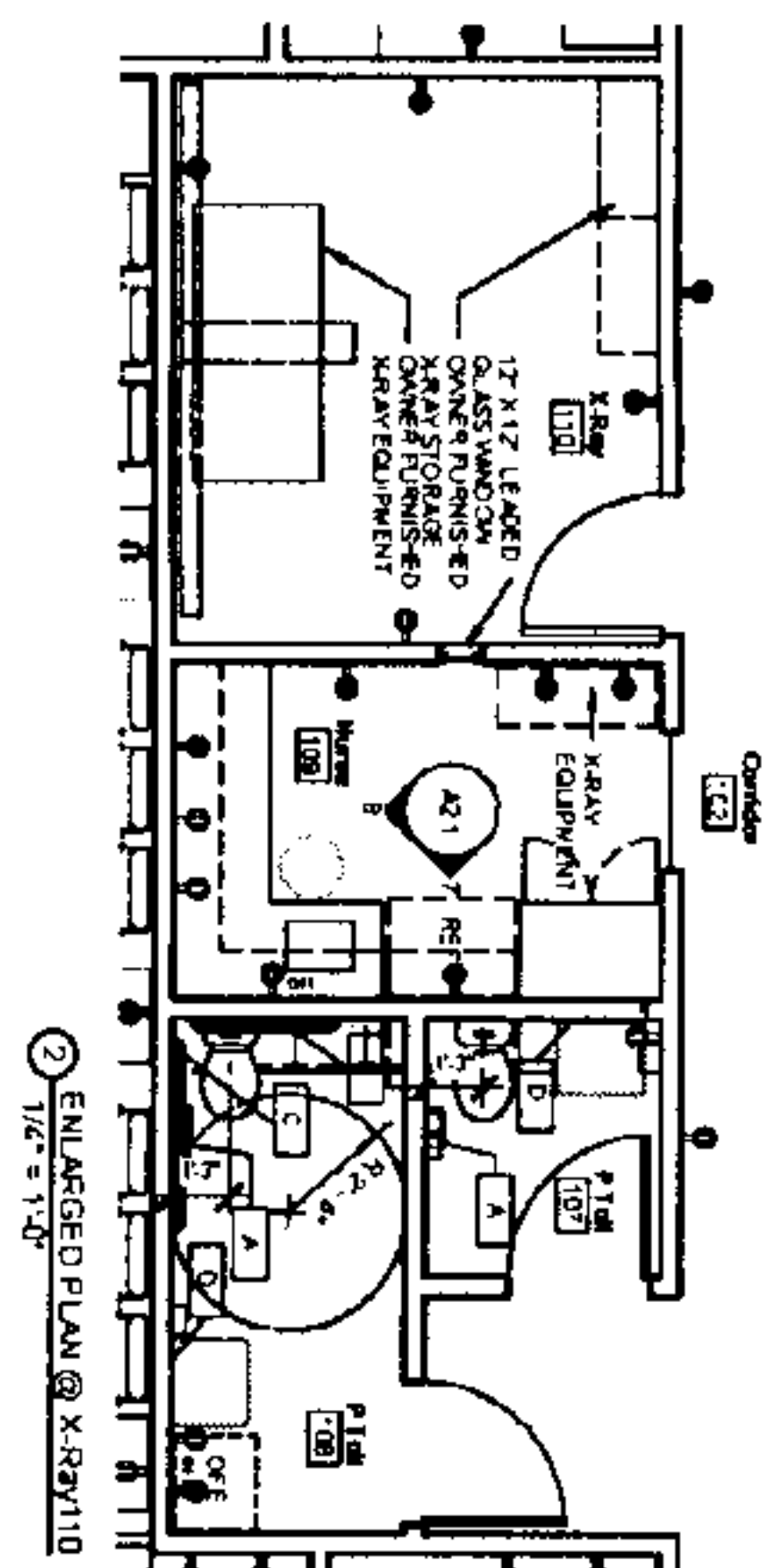
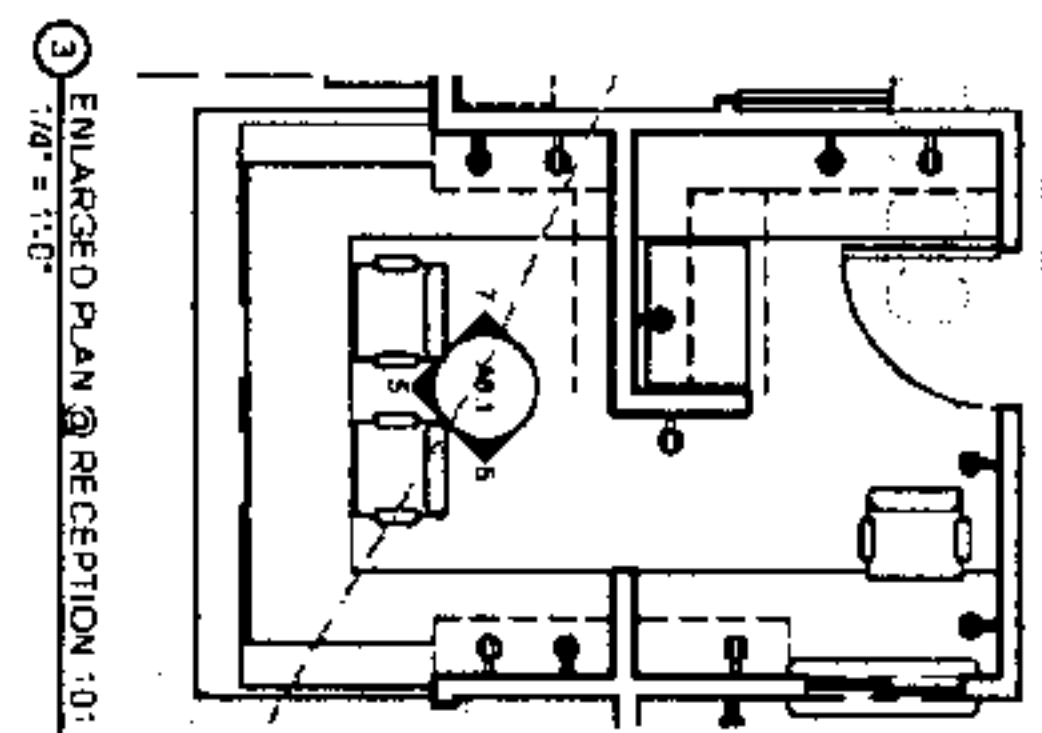
TOILET ACCESSORY SCHEDULE			DESCRIPTION		CONT. QTY.	
SYMBOL	MANUFACTURER	MODE NUMBER				
A	FORBICK	B-3740	DOUBLE ROLL TOILET TISSUE DISPENSER			
E	FORBICK	B-5335	WALL MOUNTED GRAB BAR - 36"			
C	FORBICK	B-5336	WALL MOUNTED GRAB BAR - 42"			
D	FORBICK	B-3328	SURFACE MTD. MIRROR WITH STAINLESS STEEL CHAMFER FRAME 16X30			



POWER VOICE DATA LEGEND	
	DATA LINE
	POWER LINE
	VOICE LINE
	DATA LINE
	POWER LINE
	VOICE LINE

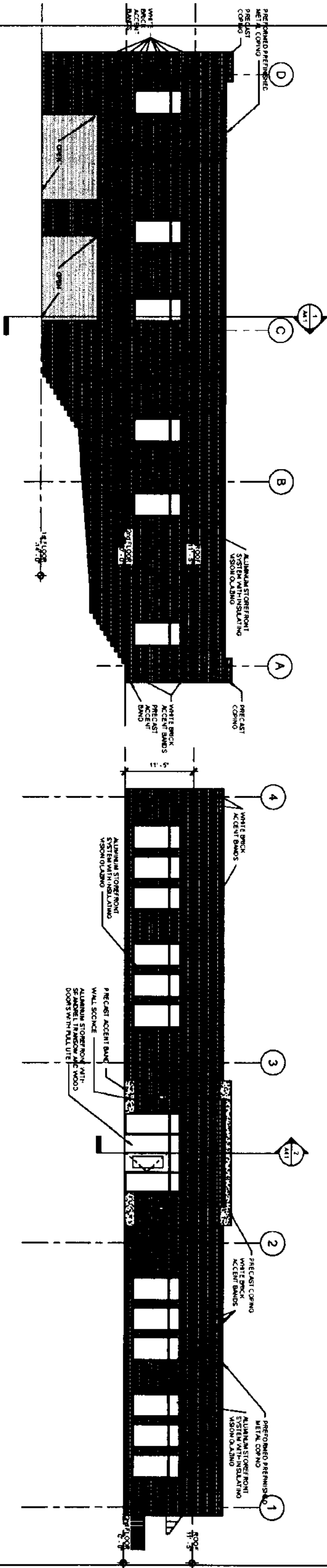
NOTES:

- ALL POWER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL ELECTRICAL CODE.
- ALL VOICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL ELECTRICAL CODE.
- ALL DATA LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL ELECTRICAL CODE.
- ALL LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL ELECTRICAL CODE.
- ALL LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL ELECTRICAL CODE.
- ALL LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL ELECTRICAL CODE.
- ALL LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL ELECTRICAL CODE.
- ALL LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL ELECTRICAL CODE.
- ALL LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL ELECTRICAL CODE.
- ALL LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL ELECTRICAL CODE.

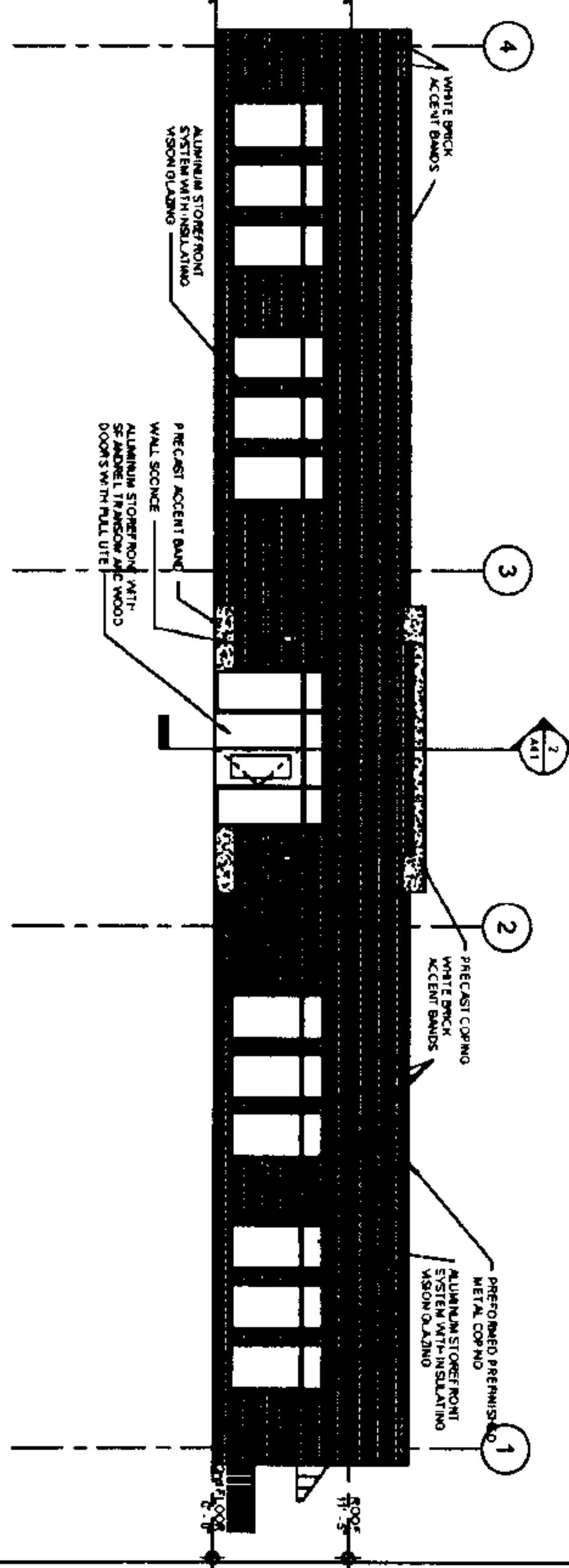


SHELBY COUNTY MEDICAL OFFICE BUILDING CONSTRUCTION DOCUMENTS ALABASTER, ALABAMA

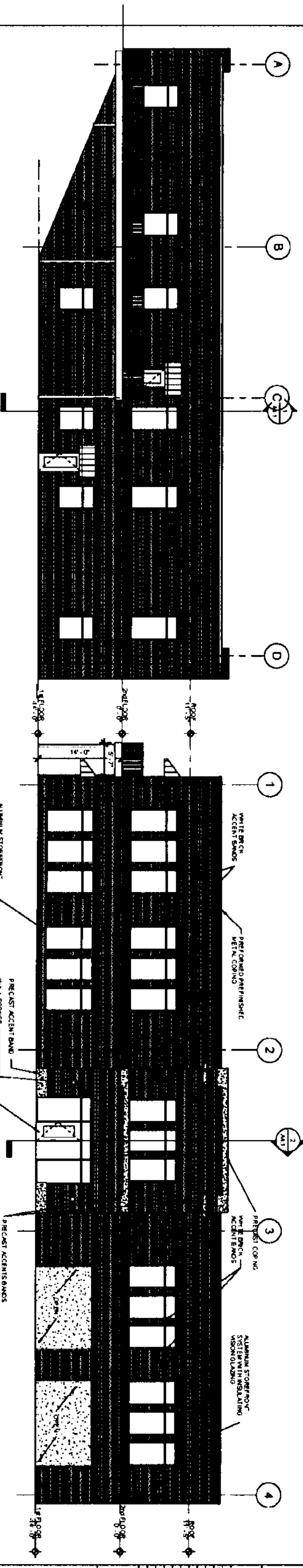
PROJECT NUMBER	11-038
PROJECT TITLE	FIRST FLOOR PLAN
DATE	MAY 8, 2012
ISSUED BY	WILLIAMS, BLACKSTOCK ARCHITECTS
PROJECT NUMBER	11-038
PROJECT TITLE	FIRST FLOOR PLAN
DATE	MAY 8, 2012
ISSUED BY	WILLIAMS, BLACKSTOCK ARCHITECTS



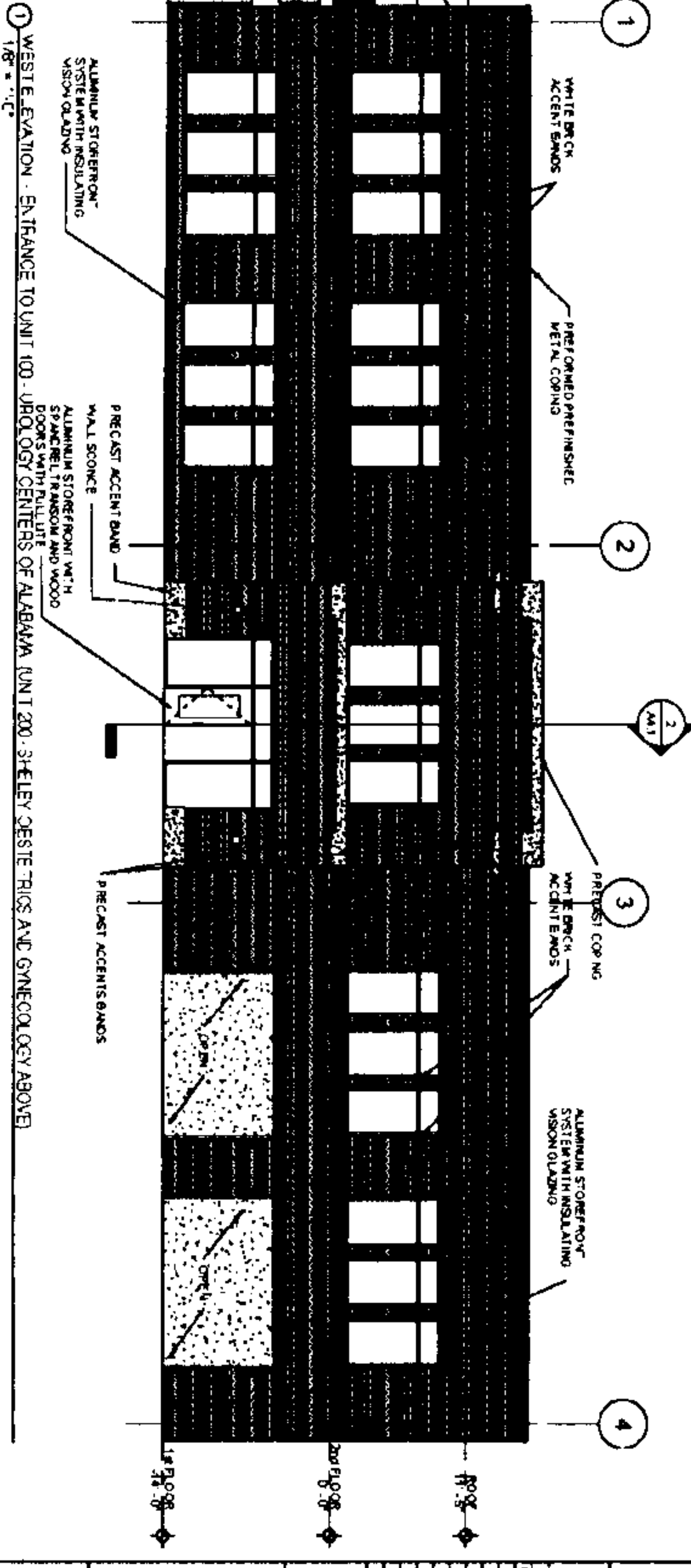
② SOUTH ELEVATION
1/8" = 1'-0"



③ EAST ELEVATION - ENTRANCE TO UNIT 200, SHELBY OBG, OBSTETRICS AND GYN COLOSY
1/8" = 1'-0"



④ NORTH ELEVATION
1/8" = 1'-0"



① WEST ELEVATION - ENTRANCE TO UNIT 200, SHELBY OBG, OBSTETRICS AND GYN COLOSY
1/8" = 1'-0"

SHELBY COUNTY MEDICAL OFFICE BUILDING
CONSTRUCTION DOCUMENTS
ALABASTER, ALABAMA

ARCHITECT OF RECORD
WILLIAMS + BLACKSTOCK
ARCHITECTS

DATE 200
2004 PROJECT NO. 05174
BIRMINGHAM, ALABAMA 35201

ISSUE DATE
MAY 8, 2012

NO. 1 DATE 05/08/2012

PROJECT NUMBER
11-036

PROJECT TITLE
EXTERIOR ELEVATIONS

SHEET NUMBER
A3.1

EXHIBIT G

SCHEDULE OF PERMITTED EXCEPTIONS

1. Real estate ad valorem taxes for the current year and all subsequent years thereafter.
2. Rights of tenants, as tenants only, under outstanding unrecorded leases.
3. Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Deed Book 48, Page 617, and Deed Book 60, Page 66 and Instrument #20121025000411040 and Instrument #20121025000411050.
4. Encroachment of concrete block wall over East line; overhead power lines over the Northerly and Westerly lot line; and sanitary sewer along Northerly line, all shown on Survey of William D. Callahan, Jr., dated March 16, 2011, revised February 28, 2012 and last revised April 24, 2012.
5. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title created by the "Condominium Ownership Act", Chapter 8, Section 35-8-1 et seq., Code of Alabama 1975, and/or the "Alabama Uniform Condominium Act of 1991", Chapter 8A, Section 35-8A-101 et seq., Code of Alabama 1975, or set forth in the Declaration of Condominium of The Shelby Medical Office Building Condominium, a condominium dated 3-28-2013, and recorded in 20130328000128140, in the Probate Office of Shelby County, Alabama; in the By-Laws of The Shelby Medical Office Building Condominium, a condominium, recorded in 20130328000128160, in said Probate Office; in the Articles of Incorporation of The Shelby Medical Office Building Condominium, a condominium, recorded in 20130328000128150, in said Probate Office; in any instrument creating the estate or interest insured by this policy; and in any other allied instrument referred to in any of the instruments aforesaid.

EXHIBIT H
RULES AND REGULATIONS
OF
SHELBY MEDICAL CONDOMINIUM OWNERS' ASSOCIATION

The following constitute the Rules and Regulations (the "Rules and Regulations") of Shelby Medical Condominium Owners' Association, Inc. (the "Association"). These Rules and Regulations are attached to and made a part of the Declaration of Condominium of Shelby Medical Office Development, LLC (the "Declaration"). Capitalized terms not otherwise expressly defined in these Rules and Regulations shall have the same meanings given to them in the Declaration. These Rules and Regulations are in addition to all of the terms and provisions set forth in the Declaration and in the event of any conflict or ambiguity between the Rules and Regulations and the terms and provisions set forth in the Declaration, then, except as otherwise specifically provided herein to the contrary, the terms and provisions of the Declaration shall at all times control. These Rules and Regulations shall apply to all Owners and Occupants of any Unit within the Condominium and are dated as of March , 2013.

I. General Rules

1.01 Auctions, Going-out-of-Business Sales. No Owner shall conduct any auction, fire sale, garage sale, going-out-of-business or bankruptcy sales or similar practices within the Condominium.

1.02 Common Elements. Each Owner shall keep such Owner's Unit and all Common Elements utilized by such Owner and Occupants thereof clean and shall not allow debris from such Owner's Unit to collect in or upon any of the Common Elements of the Condominium. Each Owner shall require all Occupants and other agents, employees, independent contractors, invitees and licensees of such Owner and any Occupants of such Owner's Unit to (a) utilize only those areas of the Condominium which have been designated by the Association for smoking, if any, (b) deposit cigarettes and all tobacco products only in ashtrays within the Units which shall be specifically provided for such purpose, and (c) refrain from littering any portion of the Condominium with trash, cigarettes butts or other debris. Each Unit Owner shall comply with all Governmental Requirements concerning smoking policies which affect any portion of the Condominium or such Owner's Unit. No Owner shall burn trash, garbage or other debris in or upon the Condominium. No portions of the Common Elements shall be obstructed or damaged by any Owner or Occupant.

1.03 Compliance with Governmental Requirements. Each Owner and Occupant shall at all times comply with all Governmental Requirements. No Owner or Occupant shall permit gambling or any other unlawful practices of any kind to be undertaken on or within such Owner's Unit or any other portion of the Condominium.

1.04 Controlled Substances. Controlled Substances (as defined by state and federal laws), other than those prescribed by a duly licensed physician for medical reasons (or samples given out by licensed physicians), are not permitted on or within any portion of the Condominium.

1.05 Damage to Condominium. All Unit Owners will be held responsible for the conduct of their Occupants while on or within any portion of the Condominium and for their adherence to all of these Rules and Regulations. Each Owner shall be responsible and reimburse the Association or third parties for any damage to any Common Elements or to the Unit or property of any third party caused by such Unit Owner or any Occupant of such Unit Owner.

1.06 Debris and Unsightly Material. All Common Elements should be kept free and clear of refuse, debris, garbage, trash and other unsightly materials. Each Unit Owner shall keep his or her Unit in a good state of condition, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown from such Unit any dirt or other substance.

1.07 Deliveries. Each Owner and Occupant shall abide by any rules and regulations adopted by the Association covering deliveries to the Building. Only hand trucks equipped with rubber tires and rubber side guards shall be used in the Building.

1.08 Firearms. Firearms and ammunition are not permitted on or within any portion of the Condominium.

1.09 Flammable and Toxic Substances. No Unit Owner or Occupant shall at any time bring into or keep on or within any portion of the Condominium any flammable, combustible, explosive or other harmful fluids, chemicals or substances or any toxic or hazardous waste or substance except as shall be necessary and appropriate for permitted uses of a Unit; provided, however, the foregoing shall not be applicable to the Association in connection with de minimus amounts of materials, properly stored, for the normal and customary maintenance and operation of any portion of the Condominium.

1.10 Garage and Parking Lot. The Building and Condominium does not include a garage. The Condominium contains a surface parking lot or area, as shown on the Plans, which may be used for parking in compliance with all applicable laws, ordinances, regulations and governmental requirements.

1.11 Keys. If any key or keys are entrusted by any Unit Owner or Occupant to an employee of the Association, whether for such Unit Owner's Unit or for any automobile, truck, vehicle or other items of personal property, the acceptance of such key or keys shall be at the sole risk of such Unit Owner and neither the Board nor the Association shall be liable for any injury, loss or damage of any nature, whatsoever, directly or indirectly, resulting therefrom or connected therewith

1.12 Noises. No Unit Owner or Occupant shall play upon or cause to be played upon any musical instrument or otherwise operate or permit to be operated any radio, stereo, phonograph, television, loudspeaker or other sound amplification device in any Unit or within any portion of the Condominium if the same shall unreasonably disturb or annoy any other Unit Owner or Occupants.

1.13 Pest Control. Each Unit Owner shall contract with and provide periodic pest control services for such Owner's Unit.

1.14 Rezoning or Subdivision. No Unit Owner shall seek or obtain any rezoning or variance or subdivision of such Owner's Unit without first obtaining the prior written consent and approval of the Association.

1.15 Safety and Security. The Association may (but has no obligation to) establish a night watch for after-hours access to the Building and every person entering or leaving the Building after such established business hours shall be expected to be questioned by such watchman as to such person's business in the Building. To the extent after-hours access cards or other devices are provided by the Association to any of the Owners or Occupants, such access cards shall not be duplicated and the Association may establish a reasonable charge to replace the same or to issue additional access cards to any Owners or Occupants. The Association may take all reasonable measures it deems necessary for the safety and security of the Building including, without limitation, evacuation for cause, suspected cause or temporary denial of Building access. Each Owner and Occupant shall cooperate fully with the life safety plans for the Building as established and administered by the Association, including, without limitation,

participation in exit drills, fire inspections, life safety orientations and other programs relating to safety and health as may be required or directed from time to time by the Association or any Management Agent thereof. **Notwithstanding the foregoing, each Owner and such Owner's Occupants acknowledge and agree that the Association does not provide security services for the Building and the Association shall not be responsible for any loss, damage, injury or death caused by or resulting from any actions or omissions of other Owners or Occupants or any other Persons who gain access to the Condominium. The risk of loss for all contents of each Unit shall, at all times, remain with the Unit Owner or Occupant, as applicable.**

1.16 Satellite Dishes and Antennae. No satellite dishes or radio, telephone (including cellular), or telecommunications antennae, receivers, aerials, or other similar devices shall be attached to or installed on any portion of the Building or Condominium unless the same comply with all Governmental Requirements and are approved in writing by the Association. The Association's prior written consent and approval shall be required for the installation of any such equipment on the roof of the Building. As a condition precedent to the Association's approval for the installation of any equipment on the roof or otherwise, the requesting Unit Owner shall (i) provide at least thirty (30) days' prior written notice, and (ii) comply with all reasonable requests for information in connection with the proposed installation, and (iii) indemnify and hold harmless the Association from and against any loss, liability, charge or expense arising from the installation of equipment on or access to and entry upon the roof, including damage to the roof and installation of equipment in violation of this section. If the Association's approval is obtained, then the equipment installed shall be exactly as approved. If the Association fails to respond, then such non-response shall be deemed a rejection of the request in full. No Unit Owner or Occupant shall make or permit any unreasonably disturbing noises or activity in the Condominium or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of other Unit Owners. No radio or television signals or any other form of electromagnetic radiation or transmission shall be permitted to originate from any Unit which may interfere with the reception of radio or television signals within the Building.

1.17 Signage. Except for the licenses granted to the Owners pursuant to Section 4.07 of the Declaration, no sign, picture, advertisement or notice shall be inscribed, displayed, painted or affixed on any part of the outside or inside of the Building or on or about any of the Units unless approved by the Association. Interior signs on the doors of any Units may be installed by the Owner (or Occupant) of such Unit and shall be at all times maintained by the Owner of such Unit. No banners, flags, placards, pictures, advertising or notice shall be installed or displayed upon any portion of the Condominium unless the same have been approved by the Association.

1.18 Solicitation. Canvassing, soliciting and pedaling and distribution of handbills or any other written material within the Building or within any portion of the Condominium are prohibited.

1.19 Trash, Rubbish and Nuisances. If any of the Units are occupied or used as residences in addition to and connection with the business therein (office), then trash collection and disposal services for the residential use shall be provided by private parties with whom the Association shall contract, the costs of which shall constitute a (Residential) Common Expense applicable only to the Units used as residences as aforesaid. No trash, garbage, rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Condominium nor shall any nuisance or odors be permitted to exist or operate upon or arise from any Unit which would render any other Unit or any other portion of the Condominium unsanitary or unsightly or which would be considered to be offensive or detrimental to persons using, occupying or owning any of the other Units. Each Owner and Occupant shall refrain from any act or use of a Unit which could cause disorderly, unsightly or unkempt conditions

or be in violation of any governmental regulations or requirements. Without limiting the generality of the foregoing, no exterior, speakers, horns, whistles, bells or other sound devices, other than security and fire alarm devices used exclusively for such purposes, shall be located, used or placed upon any Unit. Any Owner or Occupant who dumps, places or allows trash or debris to accumulated in or upon such Owner's Unit or any of the Common Elements shall be liable to the Association for all costs incurred by the Association to remove the same (although the Association shall be under no obligation to remove the same.)

1.20 Utilities. Each Owner or Occupant shall contract with and obtain all required Utility Services (including water/sewer), which Owner or Occupant may desire for use within such Owner's Unit. The costs of all Utility Services provided to each Unit, including, without limitation, the payment of any tap, reservation, impact, service or usage fees shall be paid for by each Owner or Occupant. Each Owner and Occupant covenants and agrees to maintain temperature levels in such Owner's or Occupant's Unit to prevent freezing of water in pipes and fixtures.

1.21 Window Treatments. No foil or other reflective material shall be installed on any windows or used for sunscreen, blinds, shades or other purposes within the windows of any Unit unless approved by the Board. Appropriate window treatments shall be used on all windows of all exterior windows within each Unit. All window treatments which are visible from the exterior of the Building or from any of the Common Elements must be approved by the Association.

II. Miscellaneous

2.01 Condominium Documents. These rules and regulations shall be supplementary and in addition to the provisions of the Declaration of Condominium of Shelby Medical Office Development, LLC, a Condominium and the Articles of Incorporation and Bylaws of Shelby Medical Condominium Owners' Association, Inc. In the event of any conflict, the Declaration shall control. Unless otherwise defined herein, capitalized terms used in these Rules and Regulations shall be ascribed the same definitions as set forth in the Declaration. The Board may alter, amend, delete or change these Rules and Regulations at any time upon a majority vote thereof.

2.02 Use. No part of the Condominium Property shall be used in violation of or other than the uses and the related common purposes set forth in the Declaration. All use of the Condominium Property and any Unit therein shall conform to applicable zoning ordinances, the Declaration, and all other laws and regulations of state, county and municipal authorities having jurisdiction.

The Condominium's Common Elements shall be used only for their intended purpose(s). The sidewalks, driveways and yards must not be obstructed or encumbered or used for any purpose other than access, ingress, egress and for parking, and otherwise comply with all applicable laws, ordinances, regulations and governmental requirements. 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, the Units or any portion thereof. Any alteration or repair of the 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. No part of the Condominium Property shall be used for commercial activities of any character, including solicitation of business, except for the Units which shall be used in accordance with the uses set forth in the Declaration.

2.03 Nuisances. No unlawful, noxious or offensive activities shall be carried on in any Unit, the 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 judgment of the Board cause unreasonable noise or disturbance to others.

2.04 Maintenance and Repair. Each Unit Owner shall maintain its Unit and any appurtenant Common Elements associated with his 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 or the Common Elements shall be made by the Unit Owners except with the prior written consent of the Board of Directors. Proposed alterations which cost \$25,000 or more shall first require that a refundable deposit be deposited with the Association or Management Company as designated by the Board.

2.05 Trash Disposal. Trash, garbage and other waste shall be disposed of only in designated areas and in authorized containers established by the Board (with bags). All refuse shall be disposed of in a clean and sanitary manner in sealed, waterproof bags, so as to avoid leakage in route to and in any refuse receptacles.

2.06 Rights of Developer. Intentionally deleted.

2.07 Storage. Articles of personal property belonging to any Unit Owner shall not be stored or kept in the Common Elements, nor on or visible from the sidewalks, drives or parking areas. All storage will be confined to the Unit.

2.08 Pets.

(a) Except in the Units, pets shall not be allowed on any part of the Condominium Property unattended for any period of time.

(b) Pets shall not be permitted upon the Common Elements of the Condominium Property unless they are carried or on a leash. Pets should be taken to the adjoining designated grass areas, out of the way of sidewalks and pedestrian traffic to attend to their natural needs.

(c) Pet owners and/or the Occupant allowing the pet access to the Condominium are responsible for cleaning where pets foul the Building or Common Elements. Such fouling shall not be permitted to accumulate but shall be cleaned up immediately. In accordance with applicable law, the pet owner and/or Occupant allowing the pet access to the Condominium shall clean up after the pet wherever it may relieve itself on private or public property.

(e) Any Occupant who allows a pet on any portion of the Condominium Property shall indemnify and hold the Association and each of its Members, their tenants, guests and employees, free and harmless from any loss, claim or liability of any kind or character whatever arising out of the presence of such pet or by reason of keeping or maintaining such pet within the Condominium Property.

2.09 Parking and Driving.

(a) The maximum motor vehicle speed limit on the Condominium Property is 5 MPH. All traffic regulations must be observed by each Owner and each Owner's family members, guests, tenants, or employees and invitees.

(b) The parking areas shown on the Plans are part of the General Common Elements except as otherwise designated on the Plans or by the Board of Directors and shall be used for medical office employee and invitee parking only for the Building.

(c) No boats, campers, trailers, or oversized vehicles may be parked on the Condominium Property. No vehicle may be parked on the roads providing ingress and egress or on the Condominium Property except in those yards which comply with the above requirements. 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 paved driveways and parking areas designated for vehicular use.

(d) No vehicle which cannot operate on its own power shall remain on the Condominium Property 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 washing and waxing or the changing of a flat tire 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 (determined by the Board).

2.10 Common Elements.

(a) Only authorized maintenance personnel (authorized by the Board) are allowed to adjust any Common Element equipment.

(b) Any damage to the building or equipment, other Common Elements or adjacent property caused by an Owner, his family members, guests, tenants, invitees or pets shall (at the option of the Board) be repaired by the Association and shall be assessed against the Unit Owner as a special assessment.

(c) No item of common ownership shall be removed from the Condominium Property or damaged. Any Owner, resident, family member, guest, tenant or invitee violating this rule shall be sanctioned, fined or subject to criminal prosecution by the Association. The Owner and Occupant of the Unit in which the party causing the damage or removal resides or visits shall be held responsible for the cost of any item so removed or damaged.

2.11 Association Management.

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

(b) 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 in its Unit except as authorized in writing by the Association.

2.12 Structures. No structures, improvements or appurtenances such as a doghouse, tent, shack, tree house, trailer, fence, aerial antenna or lighting or landscaping shall be placed or erected on any

part of the Condominium Property without the prior written consent from the Board of Directors of the Association. Outdoor clothes lines shall not be maintained upon the Condominium Property at any time.

2.13 Access. The Board of Directors or its designated agent may request or give notice of access to individual Units for use in emergency situations and the Unit Owners must provide this access upon reasonable request. Emergency situations will not require prior requests for or notice of access.

2.14 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 supplemented Rules (which may from time-to-time be adopted by the Board of Directors and promulgated among the membership in writing) which is not cured within a reasonable time period set by the Board. 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.

2.15 Enforcement of Rules and Regulations. The Association is responsible for the notification of residents and/or Owners regarding violations of these Rules. The Board of Directors shall be entitled to levy reasonable fines for violations. The delinquent Unit Owner will be responsible for the payment of any attorney's fees and costs arising from legal action in connection herewith.

2.16 Monthly Condominium Assessments. All monthly Condominium assessments are due and payable on the first (1st) day of each month unless otherwise specified. Payment should be made directly to Shelby Medical Condominium Owners' Association. Failure to pay will result in a late penalty imposed by the Board of Directors per month that the assessment is late. The delinquent Unit Owner will be responsible for the payment of any attorney's fees and costs arising from legal action in connection herewith.

2.17 Lease Agreements. If applicable, a standard lease agreement provided and approved by the Association shall be entered into between each Owner and Tenant in the Condominium Property. All leases executed or renewed after the date of adoption of this rule shall be in the form and manner approved by the Association.

2.18 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 violation thereof.

2.19 Elevators and Moving. Intentionally deleted.

2.20 Construction or Improvements to Units. Prior to the commencement of any construction in any Unit or improvement to any Unit which cost exceeds \$50,000, 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.

During construction the contractors, workmen, suppliers and employees must use areas designated by the Board. 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 totally 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. The Common Elements of the Condominium must be cleaned every other day after construction activities at the Unit Owner's expense. Construction activities are limited to Monday through Friday, 8 a.m. to 5 p.m. (unless otherwise approved by the Board) and such activities may not interfere with the quiet enjoyment of the other Unit Owners. No portion of the 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 Managing Agent 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 deposit will be returned. If there is a cost to repair any damage caused by the construction, a special assessment will be made against the applicable Unit Owner, which shall be a lien against the applicable Unit if not paid.

2.21 Admission of Guests on Condominium Property.

(a) Each Unit Owner is responsible for every person such Owner admits into the Condominium Property and such entry shall not be permitted except to invited or expected family members, employees, guests or invitees or licensees. Any damage caused by the person or guest or invitee or licensee will be assessed against the Unit Owner and the Unit Owner will be responsible for paying any fine assessed in connection herewith.

(b) Any Owner who has his or her Unit for sale is responsible for any person on the Condominium Property viewing such Unit and any and all violations hereof and damages caused by such person.

(c) Any entry onto the Property by guests or invitees or licensees shall be made without revealing to anyone access codes or making available entry keys. Owners shall exercise due care to protect the Condominium Property at all times and to safeguard such information.

EXHIBIT I

UNIT BOUNDARIES

1. **Unit Boundaries.** The Unit boundaries for all Residential Units and Commercial Units are defined by the following upper and lower boundaries and perimetrical boundaries:

(a) **Upper and Lower Boundaries for all Units.** The upper boundary of each Unit is a horizontal plane of the lower unfinished interior surface of the uppermost ceiling for such Unit. The upper boundary for all Units includes the plaster, drywall, ceiling tile or other material forming the finished interior surface of the ceiling; the lower boundary of each Unit is the horizontal plane of the unfinished upper interior surface of the floor. The lower boundary for all Units includes the wood, tile, concrete or other material forming the finished flooring for such Unit. The upper and lower boundaries of each Unit extend to their intersection with each other and the perimetrical boundaries of the Unit.

2. **General.** Each Unit includes any airspace lying within the upper and lower boundaries and perimetrical boundaries of the Unit and any and all improvements contained therein. Any heating, ventilating and air conditioning, compressors, components or other apparatus serving a Unit located within the aforesaid boundaries of the Unit shall be deemed part of the Unit; provided, however, that any and all ducts and vents for heating and air conditioning located within the Unit and any additional heating, ventilation and air conditioning system or equipment serving that Unit which may be added to the original heating, ventilating and air conditioning systems for such Unit (with the prior written approval of the Association) shall constitute part of the Unit (which shall be maintained by the Unit Owner). If any chutes, flues, ducts, conduits, wires, load bearing walls, load bearing columns or any other apparatus lie partially inside and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed part of that Unit but any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements. Without limiting the generality of the foregoing or, as appropriate, in addition, each Unit shall include the following:

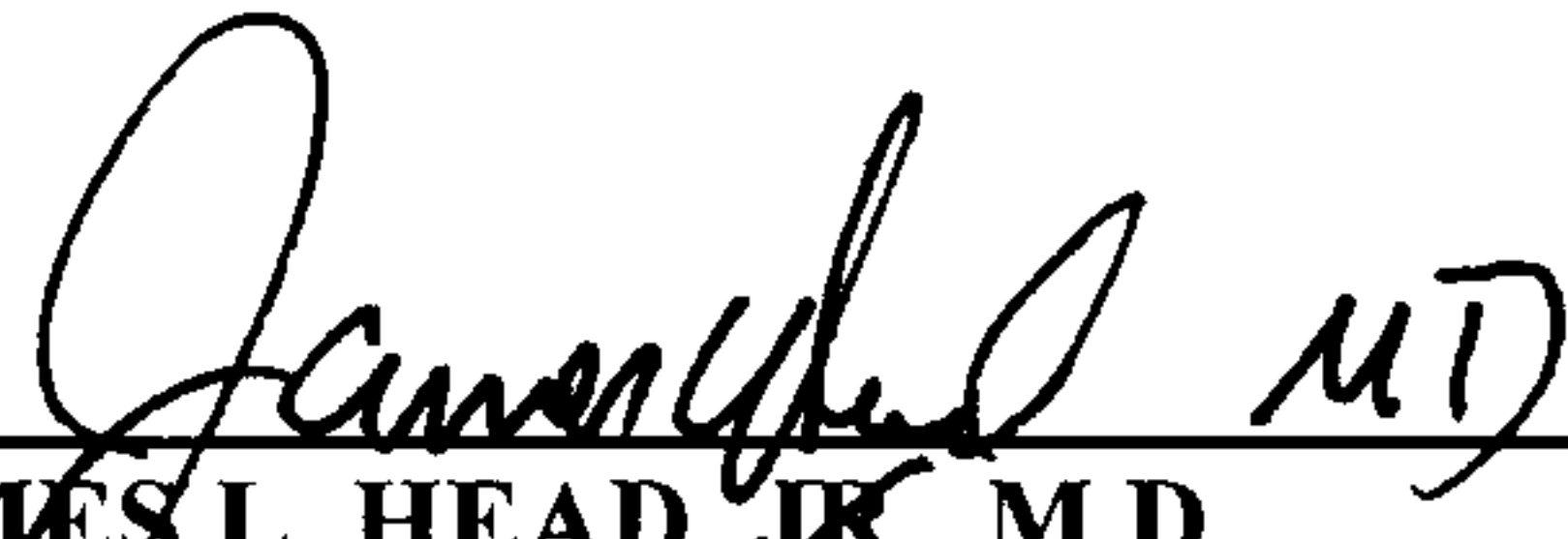
- i. The decorated surfaces, including painting, lacquer, varnish, wall coverings, tile and other finishing materials applied to floors, ceilings and interior and perimeter walls, carpeting, if any, and also the floors and ceilings themselves and all drywall, paneling and other finishing wall material;
- ii. All interior windows, screens and interior and exterior doors [(including storefront)] and the frames, sashes and jams, including door locks and hardware, for the same;
- iii. All furniture, fixtures, furnishings, appliances, equipment and machinery installed for the exclusive use of that Unit and any and all Utility Lines which serve only that Unit, including, without limitation, any and all hot water heaters, if any, installed within such Unit
- iv. All control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which serve either the Unit or any of the fixtures located therein; and
- v. All interior walls within the Unit which are not necessary for the support of the Building or any other Unit's structure; and
- vi. Each Unit's signage pursuant to Section 4.07 and the windows and glass other than storefront windows and glass.

Done as of the date first set forth above.

DECLARANT:

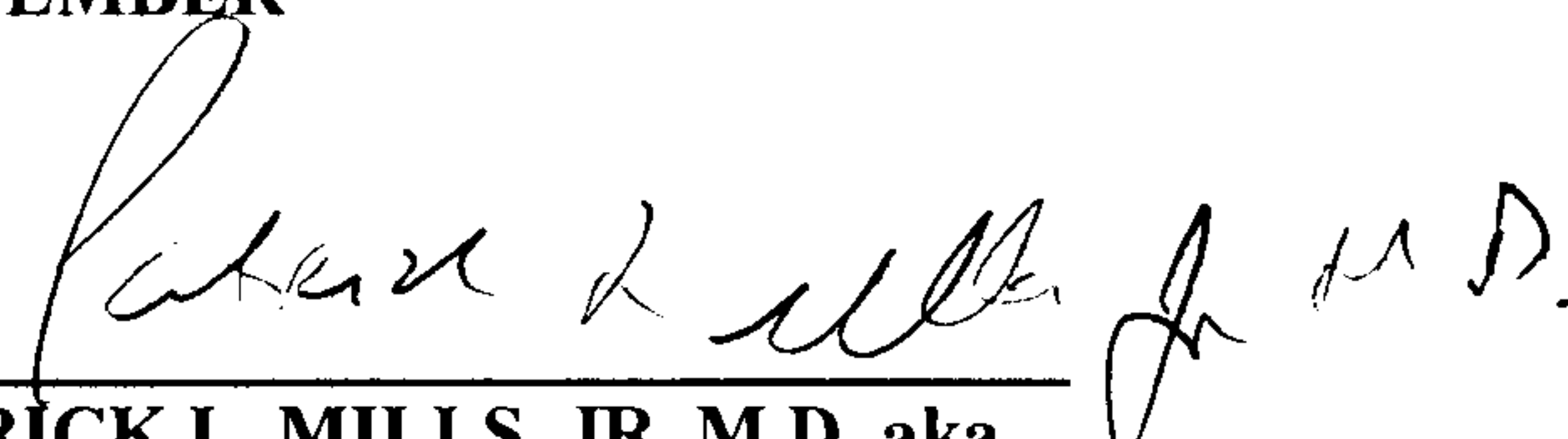
**SHELBY MEDICAL OFFICE DEVELOPMENT, LLC,
An Alabama Limited Liability Company**

**BY SHELBY OB, LLC
AS MEMBER**



JAMES L. HEAD, JR., M.D.
Its Manager

**BY UROLOGY LAND COMPANY II, LLC
AS MEMBER**



PATRICK L. MILLS, JR, M.D. aka
PATRICK L. MILLS, II, M.D.
Its Manager